

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 3/14/2013

Action Requested By:  
Planning

Agenda Item Type  
Resolution

Subject Matter:

Agreement for implementing a Pedestrian/Bicycle Safety Program between the City of Huntsville and Atkins-Crisp Public Strategies Consultants

Exact Wording for the Agenda:

Agreement between the City of Huntsville and the consultant firm of Akins-Crisp Public Strategies Consultants regarding the implementation of the CARS (Citizens Advocating Rider Safety) Grant, ALDOT Project STPTE-TE09 Bicycle Pedestrian Education

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Akins-Crisp will provide consulting services for the implementation of a bike/pedestrian safety campaign through funding from the CARS grant. The CARS program will extend over a 12 month period and will promote pedestrian and bicycle safety using media outlets to bring more awareness to the general public about pedestrians and cyclists crossing streets and riding bicycles in an effort to create a safer environment for all citizens.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 12 Mar 13

ROUTING SLIP  
CONTRACTS AND AGREEMENTS

Originating Department: Planning

Council Meeting Date: 3/14/2013

Department Contact: Kimberly Gosa

Phone # 427-5115

Contract or Agreement: Agreement

Document Name: Consulting Services Agreement Between the COH and Akins & Tombras dba Akins-C...

City Obligation Amount: not to exceed \$179,748

Total Project Budget:

Uncommitted Account Balance:





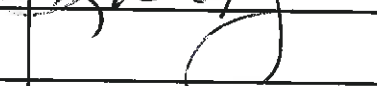
Account Number: 23-5265-0811-8404

**Procurement Agreements**

<u>Select...</u>	<u>Select...</u>
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**Grant-Funded Agreements**

<u>Select...</u>	Grant Name: <u></u>
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Department	Signature	Date
1) Originating		<u>12 Mar 13</u>
2) Legal		<u>3-14-13</u>
3) Finance		<u>3/14/13</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		<u>3/14/13</u>
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-\_\_\_\_\_

**BE IT RESOLVED** by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the State of Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Consulting Services Agreement Between the City of Huntsville and Akins & Tombras, Inc. d/b/a Akins Crisp Public Strategies, Inc. for Consulting Services Related to the Design, Development and Implementation of a Bicycle and Pedestrian Safety Campaign" consisting of ten(10) pages + Exhibits A,B,and C, and the date of March 14, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 14<sup>th</sup> day of March, 2013

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 14<sup>th</sup> day of March, 2013

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE AND  
AKINS & TOMBRAS, INC. d/b/a  
AKINS CRISP PUBLIC STRATEGIES, INC. FOR  
CONSULTING SERVICES RELATED TO THE  
DESIGN, DEVELOPMENT AND IMPLEMENTATION  
OF A BICYCLE AND PEDESTRIAN SAFETY CAMPAIGN

STATE OF ALABAMA     )  
                                  )  
COUNTY OF MADISON    )

**CONSULTING SERVICES AGREEMENT**

This Agreement is made this 14<sup>th</sup> day of March, 2013, between Akins & Tombras, Inc. d/b/a AkinsCrisp Public Strategies, Inc. (hereinafter referred to as "Consultant"), and the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter referred to as "City").

**RECITALS**

WHEREAS, the City issued Request for Proposals # 94-2012-63-2, attached hereto and incorporated herein by reference as Exhibit "A", seeking proposers to provide consulting for a bike/pedestrian safety campaign; and

WHEREAS, the Consultant submitted a proposal, attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, based upon the said proposal, the City desires to retain the Consultant to provide consulting services in preparing a bike/pedestrian safety campaign (the "Project"); and

WHEREAS the City's engagement of the Consultant is based upon the Consultant's representations to the City that it is an organization of professionals experienced in the type of services the City is engaging the Professional to perform, is authorized and licensed to do business in the State of Alabama, is qualified, willing and able to perform professional services for the Project, and has the expertise and ability to provide professional services which will meet the City's objective and requirements, and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having jurisdiction over the Project.

WHEREAS the City and the Consultant each acknowledge that it has reviewed and familiarized itself with this Consulting Services Agreement, including all documents enumerated herein, and agree to be bound by the terms and conditions contained therein.

NOW THEREFORE, for good and valuable consideration, the parties do mutually agree as follows:

ARTICLE 1: **Statement of Work:** The Consultant hereby agrees to provide the following services to the City of Huntsville:

Consultant will design, develop and implement a campaign with the dual purpose of 1) increasing the use of bicycles within and around the City of Huntsville; and 2) raising the awareness and safety consciousness of motorists, bicyclists and pedestrians of safety issues for bicyclists and pedestrians.

Consultant will develop this campaign based upon its own research, as well as on input from City officials, (BASC) Bicycle Advisory and Safety Committee, and other individuals and groups designated by the City. The campaign will include multiple avenues of communication, including development of a web site, use of social media such as Facebook and Twitter, public events, development and publicizing of a logo specific to the campaign, airing of public service spots in local media, hosting public awareness events, participating in existing events such as Earth Day, and the release of original print, video and other media materials that further the goals of the campaign. All deliverables are subject to the approval of the City of Huntsville. Consultant shall perform the Work in accordance with the Scope of Work set forth in Consultant's proposal attached hereto as Exhibit "B". In the event that the Scope of Work in Exhibit "B" conflicts with this Article 1, Article 1 shall control.

ARTICLE 2: **Effective Date.** This Agreement shall not take effect or be binding upon either party unless and until it is approved by the State of Alabama. The date this Agreement is approved by the State of Alabama shall be referred to hereinafter as the "Effective Date". Upon receiving the approval of the State of Alabama, the City shall provide the Consultant a Notice to Proceed with the Work of this Agreement. The Consultant shall not perform any part of the Work until it receives the Notice to Proceed.

ARTICLE 3: **Period of Performance and Schedule:** The period of performance of the contract shall commence within thirty (30) days of Consultant's receipt of the Notice to Proceed, and shall extend until the Work is completed. The work shall be completed within twelve (12) months from the commencement of the period of performance and shall be consistent with the timeline set forth in Exhibit "C" attached hereto and incorporated herein by reference.

ARTICLE 4: **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to the Consultant for the work performed pursuant to the Statement of Work at the following hourly rate:

Executive	\$125.00/hour
Graphic Designer	\$ 90.00/hour
Senior. Account Executive	\$ 66.00/hour
Account Executive	\$ 50.00/hour

Junior Account Executive

\$ 47.00/hour

Additionally, the City shall pay the Consultant the sum of Nine Thousand One Hundred Dollars (\$9,100.00) for internet marketing as described in the Statement of Work. The total amount due from the City pursuant to this Agreement shall not exceed the sum of One Hundred Seventy-nine Thousand Seven Hundred Forty-eight and no/100 Dollars (\$179,748). Consultant shall invoice the City on a monthly basis for the services provided that month. The City shall pay the Consultant within thirty (30) days from the date of receipt of the monthly invoice from Consultant.

**ARTICLE 5: Consultant Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that the Consultant and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. The Consultant shall have no authority to obligate the City to any indebtedness or other obligation.

**ARTICLE 6: Notices:** All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

City of Huntsville  
Attention: James Moore  
P.O. Box 308  
Huntsville, Alabama 35804

AkinsCrisp Public Strategies, Inc.  
Attention: Erin Koshut  
301 Sparkman Drive  
Tech Hall, Suite 101 South  
Huntsville, Alabama 35899

**ARTICLE 7: Entire Agreement:** The contract between the City and the Consultant consists of this written Agreement and any documents, drawings or attachments furnished by the City and referenced herein. This written Agreement constitutes the entire agreement between the City and the Consultant with reference to the Scope of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and the Consultant.

**ARTICLE 8: Order of Preference of Contract Documents.** In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control. Interpretations shall be based upon the following order of precedence: 1) this Agreement; 2) City of Huntsville Request for Proposals No. 94-2012-63-2; and 3) the Consultant's response to the said Request for Proposals.

ARTICLE 9: **No Privity of Contract with Third Parties:** Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than the Consultant.

ARTICLE 10: **No Waiver Clause:** The failure of the City to insist in one or more instances upon the performance of any term of this Contract is not a waiver of the City's right to future performance of such terms, and the Consultant's obligations for future performance of such shall continue in effect.

ARTICLE 11: **EQUAL PARTICIPATION OF PARTIES.** Both parties to this Agreement have participated fully and equally in its negotiation and preparation. Therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against either party hereto.

ARTICLE 12: **Insurance and Indemnification Requirements:** Consultant shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. Consultant shall procure and maintain for the duration of the job until final acceptance by the City, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors.

**A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

**Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Broad Form Property Damage

**2. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage will be maintained for three years after completion of the professional services and Certificates of Insurance will be submitted to the City within reasonable economic terms. For purposes of this provision, reasonable economic terms shall mean that such coverage is carried by at least 25% of the firms within the discipline of concern in the United States. Such coverage shall be carried on a continuous basis

including prior acts coverage to cover the subject project. The professional liability insurance shall contain contractual liability coverage.

**3. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

**4. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.

**5. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 3,000,000 General Aggregate Limit  
\$ 1,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

**2. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 100,000 Per Claim - Land Surveyors  
\$ 250,000 Per Claim - Other Professionals

**3. Automobile Liability:**

\$ 500,000 Combined Single Limit per accident for bodily injury and property damage.



**4. Workers' Compensation:**

As Required by the State of Alabama Statute

**5. Employers Liability:**

\$ 100,000 Bodily Injury by Accident or Disease  
\$ 500,000 Policy Limit by Disease

**C. OTHER INSURANCE PROVISIONS:**

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest. If the insurance requirements are not adjusted by the City prior to the City's release of specifications with regard to the project in question, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage's Only:**

- a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of Consultant for products used by and completed operations of Consultant; or automobiles owned, leased, hired or borrowed by Consultant. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.
- b. Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of Consultant's insurance and shall not contribute to it.
- c. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

- a. Consultant is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that

coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

**E. VERIFICATION OF COVERAGE:**

The City shall be indicated as a Certificate Holder, and Consultant shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE CONSULTANT:**

Consultant shall include all subcontractors and/or consultants as insureds under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant.

**G. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Consultant or any of their

consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

**2. Professional Liability:**

Consultant agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Consultant or any subconsultants or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Nothing contained in this agreement shall make Consultant responsible to the City for any claims, suits or expenses arising out of the negligent, intentional, reckless, or wrongful acts of the City or its agents.

**H. INTELLECTUAL PROPERTY RIGHTS:**

Consultant agrees to indemnify, hold harmless and defend City from and against any and all liability, losses, judgments, damages, and expenses arising from third party claims that the Products delivered by and/or Services performed by Consultant pursuant to this Agreement infringe on or violate any patents, copyrights, or trade secrets of such third parties. This indemnification is contingent upon City providing prompt written notice of such a claim to Consultant, and granting Consultant the sole right to defend such claim. In the event of any infringement or claimed infringement, Consultant shall: (i) modify the infringing Services to be non-infringing as long as there is no loss of functionality by such modification; (ii) obtain a license for City to use the infringing Services; or (iii) terminate the City's right to use the infringing Services and refund to City all amounts paid for such infringing Services, amortized over a period of (5) years from the acceptance of Services.

**ARTICLE 13: Governing Law and Venue.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama. For any action concerning this Agreement, (a) jurisdiction shall be in the appropriate state or federal courts sitting in Alabama and (b) venue (i) in Alabama state courts shall be in Madison County, Alabama and (ii) in Alabama federal courts shall be in the United States District Court for the Northern District of Alabama, Northeastern Division.

**ARTICLE 14: Termination Due to Unavailability of Grant Funds.** The parties acknowledge that the Work set forth in this Agreement is funded through a grant from Alabama Department of Transportation Project No. STPTE-TE09 (986) and that the City

may terminate this Agreement for convenience if the said grant funds are or become unavailable.

ARTICLE 15: **Assignment by the Consultant.** The Consultant shall not assign its rights hereunder, **excepting** its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the immediately preceding sentence, the City and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

ARTICLE 16: **No Third Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE 17: **Use of Subcontractors.** The Consultant shall obtain the City's written consent before placing any subcontract for furnishing any of the work called for in this contract. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract terms or conditions, acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve the Consultant of any responsibility for performing this contract. The City approves Red Sage Communications, Inc. as a subcontractor.

ARTICLE 18: **Non-Discrimination.** In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this contract, no matter how remote. This nondiscrimination provision shall be binding on the successors and assigns of the parties with reference to the subject matter of this Agreement.

ARTICLE 19: **31 U.S.C. Section 1352 Certification.** Consultant agrees to be bound by the Certification attached hereto as Exhibit "D" and incorporated herein by reference.

ARTICLE 20: **Miscellaneous Provisions.**

A. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

B. When a word, term or phrase is used in this Contract, it shall be interpreted or construed. First, as defined herein; second, if not defined, according to its generally accepted meaning the Contractual industry; and third, if there is no generally accepted meaning in the Contractual industry, according to its common and customary usage.

C. The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

D. The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

E. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

F. Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

G. The Services will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day and year first above written.

**AKINS & TOMBRAS, INC. d/b/a  
AKINSCRISP PUBLIC  
STRATEGIES, INC.**

Attest:

\_\_\_\_\_

By : \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF HUNTSVILLE**  
a municipal corporation  
in the State of Alabama

Attest:

\_\_\_\_\_  
Charles E. Hagood  
Its: Clerk-Treasurer

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

**APPROVED:  
STATE OF ALABAMA, ACTING BY AND THROUGH  
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
John R. Cooper, Transportation Director  
Date: \_\_\_\_\_



# HUNTSVILLE

Tommy Battle  
Mayor

## EXHIBIT A

**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

### **Request For Proposals**

## **CONSULTING FOR BIKE/PEDESTRIAN SAFETY CAMPAIGN**

Request for proposal #:	94-2012-63-2
Issue date:	09/12/2012
Pre-Proposal Teleconference Date and Time:	Not Scheduled At This Time
Pre-Proposal Conference Date:	Not Scheduled At This Time
Deadline for Questions Date:	09/27/2012 at 5:00 PM
RFP Closing Date:	09/28/2012 at 2:00 PM
Post-Closing Proposer Teleconference Date:	Not Scheduled At This Time
Post-Closing Proposer Presentation/Demonstration Date:	Not Scheduled At This Time
Procurement Services Contact:	Amanda S Sanders amanda.sanders@huntsvilleal.gov (256) 427-5060 (256) 427-5059 fax
City Internet Site:	<a href="http://www.huntsvilleal.gov/ebids">www.huntsvilleal.gov/ebids</a>
RFP E-Documents:	Consulting for Bike/Pedestrian Safety Campaign
Proposal Copies to be Submitted	1 Original and 6 Copies
City File Reference:	Consulting for Bike/Pedestrian Safety Campaign

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## SECTION 1. INTRODUCTION

The City hereby gives notice it is requesting sealed proposals for the goods and/or services described in Appendix A of this RFP. The City intends to award a contract to the successful Proposer(s) who the City determines will best meet the City's objectives as described herein.

The major objectives of this RFP are as follows:

- Describe the goods and/or services desired by the City.
- Describe the Proposal and City contract terms and conditions.
- Provide Proposers with instructions for responding to this RFP.

### 1.1 DEFINITIONS

In addition to other terms that may be defined herein, certain terms and abbreviations are defined as follows:

"City"	City of Huntsville, Alabama
"Contract"	The agreement between the City and the Proposer chosen by the City pursuant to this RFP, which shall include this RFP and the Proposal.
"Contractor"	The party with whom the City will execute the Contract.
"Proposal"	The response to this RFP submitted by a Proposer.
"Proposer"	A person or entity submitting a response to this RFP.
"RFP"	This Request for Proposal, all addenda, appendices and attachments
"RFP E-Documents"	The documents referenced by this name on the cover of this RFP.

### 1.2 CONTACT INFORMATION

All questions regarding this RFP must be directed in writing to the contact provided on the cover of this RFP.

### 1.3 SCHEDULE

The sequence of events related to this RFP are as follows:

- Pre-Proposal Conference:** A Pre-Proposal Teleconference or Conference, as the City deems necessary, will be held at the date and time specified on the cover of this RFP, at which time City representatives will discuss the requirements of the RFP and answer any questions regarding the RFP. The City will issue a notification by addenda of the Teleconference call-in number and password -on the day of the conference. Any Conferences will be held in the City Council Chambers located on the 1st floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama.
- Deadline for Questions:** All questions must be received in writing not later than the deadline for questions date noted on the cover of this RFP.
- RFP Closing Date:** Proposals are due no later than 2:00 pm City time on the proposal closing date noted on the cover of this RFP.
- Proposer Teleconference/Presentation/Demonstration:** To possibly be held as described herein on the date noted on the cover of this RFP.
- Proposal Selection:** Within ninety (90) days of proposal closing date, unless extended by the City.
- Proposal Negotiation:** To be announced.
- Contract Award:** Successful Proposer(s) will be notified of the date the award will be submitted to the City Council for approval. The City will notify Proposer(s) about the need to execute contract documents and provide other required documents as required.
- Award Notification:** City will provide final notification of award and/or notification to proceed when all City requirements have been met.



- 6) Proposer has not sought by collusion to obtain for themselves any advantage over any other Proposer to this RFP or over the City.
- 7) Except as disclosed in Proposal, Proposer:
  - i) Has not, in the past three (3) years made contributions to elected City officials or candidates for City offices;
  - ii) Is not subject to pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer;
  - iii) Has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer (the details of which shall be disclosed in Proposal);
  - iv) Has not had a bond or surety canceled or forfeited (the details of which shall be disclosed in Proposal); and,
  - v) Has not been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13) (the details of which shall be disclosed in Proposal).
- 8) Neither the Proposer nor any individuals who will fulfill Contract requirements has a possible conflict of interest with the City, except as disclosed in writing in the Proposal; that the City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculations to the objectivity of the goods and services to be provided by Proposer; and that the City's determination regarding any questions of conflict of interest shall be final.
- 9) Proposer is not indebted to the City, and will not at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification, the City shall have the right to, and may, at the option of the City, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame as specified by the City in writing, this will offset any such indebtedness against said payments and/or terminate the Contract for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).
- j. Code of Ala. 1975 §36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11.

## **2.41 VERIFICATION REQUIREMENTS**

All Proposers must complete and return Appendix H.

## **2.42 GOVERNING LAW**

All contracts entered into as a result of this solicitation shall be governed by and construed in accordance with the substantive laws of the State of Alabama. Federal grants are subject to Federal laws. Federal laws, regulations, and directives may change and the most recent changes will apply, unless otherwise determined in writing by the Federal Agency. All contractual provisions required by the Department of Transportation, as set forth in FTA Circular 4220.1F, are incorporated by reference.

## **2.43 TERMINATION**

The City reserves the right to terminate, without cause, any award made as a result of this Proposal solicitation by providing a thirty (30) day letter of cancellation notification to the successful Proposer. If the funding source is a Federal grant, the Federal Government reserves the right to terminate, without cause, any award made as result of this Proposal.

## **SECTION 2.0      GENERAL TERMS & CONDITIONS**

It is the intent of the City, through this RFP to establish to the greatest extent possible complete clarity regarding the obligations of all parties to be incorporated in the Contract, for which a Sample Contract is included in Attachment C. Before submitting a proposal, Proposer should become familiar with all requirements of this RFP and the conditions and requirements under which the Contract obligations must be fulfilled. The City will not be responsible for the Proposer's misunderstanding of the scope of work or any terms and conditions of the Contract. Proposer is responsible for making requests for clarification as described in Section 2.4.

The City intends that this RFP is accurate and complete, but recognizes that there may be some details or work requirements not expressly described herein. Therefore, Proposer is required to (1) include in its Proposal all labor, supervision, materials, equipment, and tools of the trade required to meet the City's objectives, and (2) make inquiries of the City during the RFP process about the specific requirements of the City, for which the City may issue clarifications in the form of addenda to this RFP, as described herein.

### **2.1      PROPOSAL SUBMISSION CHECKLIST**

Proposers are encouraged to review Appendix B, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements which Proposers must determine from this RFP.

### **2.2      PROPOSAL INSTRUCTIONS**

Proposers are required to submit the required information in accordance with the instructions in this RFP. A response that deviates from the instructions may be considered non-responsive and may be rejected at the discretion of the City.

### **2.3      PROPOSAL PREPARATION EXPENSES**

Proposers are responsible for all bid preparation expenses incurred in the development and submission of their proposals and in participating in any negotiations related to this RFP. The City assumes no obligation for any expenses incurred by the Proposer as a result of the issuance of this RFP, the preparation or submission of a proposal, the evaluation of a proposal, or the selection of the successful Proposer(s).

### **2.4      INTERPRETATIONS**

The City will not be responsible for oral interpretations of this RFP. Proposer's questions and/or comments concerning lack of clarity, defects and questionable or objectionable material in the RFP must be submitted in writing to and received by the contact provided on the cover of this RFP not later than the deadline for questions date noted on the cover of this RFP. Questions shall specify the Section(s), paragraph(s), and page number(s) to which the question refers.

### **2.5      PRE-PROPOSAL CONFERENCES & QUESTIONS**

A Pre-Proposal Conference may be scheduled to review and answer any pertinent questions concerning the proposal and the specifications. Any questions or requests for clarification must be addressed at a Pre-Proposal Conference, if scheduled, or submitted in writing no less than five (5) business days prior to the date for receipt of proposal responses.

### **2.6      ADDENDA**

The City may issue addenda to this RFP to provide additional information or clarifications. The City of Huntsville will not be responsible for a Proposer's failure to acquire any addenda issued. The City will issue notifications of addenda issued via the City's Internet Site, and Proposer's who have downloaded this RFP will be notified of any addenda by email. It is the Proposer's responsibility, however, to periodically check the City's Internet Site for addenda issued. All Proposers will be responsible for downloading any addenda at [www.huntsvilleal.gov/ebids](http://www.huntsvilleal.gov/ebids).

Proposer shall acknowledge receipt of all addenda in its Proposal. The Proposer acknowledges receipt of the following addenda, if applicable: \_\_\_\_\_

### **2.7      PROPOSAL PRICE**

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix F. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Proposal.

Prices quoted to the City shall remain firm for a minimum of 45 days from the date of opening of the proposal, unless so stated differently in the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the proposal. Any proposal containing an "Escalator Clause" will not be considered unless so stipulated in the request for proposal. Discounts will be considered in determining the lowest responsible proposer, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

## **2.8 PRICE REDUCTIONS**

If at any time after the date of the contract award, the Proposer makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period or until the price is further reduced. Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, an occasional sale at a lower price or sale of distressed merchandise would not be considered a general price reduction.

## **2.9 DELIVERY/COMPLETION SCHEDULE**

The delivery or completion schedule must be entered in the appropriate space in order for the proposal to be considered. If all items cannot be delivered on the same schedule, please note variances. (See Appendix F: Proposal Pricing Form)

## **2.10 BID BOND**

An original Bid Bond is required in the amount of five (5) percent of the total price specified in Proposer's Proposal Pricing Form, unless another amount is specified on the cover of this RFP. Any proposal submitted without an original Bid Bond will not be considered. Such Bid Bond shall be an original document in the form of a firm commitment, such as Bid Bond, postal money order, certified check, cashiers check, or irrevocable letter of credit. A company check is not an acceptable Bid Bond.

Bid Bonds shall be retained by the City until such time as a contract is executed; a purchase order is issued, or in some cases, materials and/or equipment is received, if a Performance Bond is not required.

## **2.11 SUBMISSION OF PROPOSALS**

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00 p.m. City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), and shall be the official record of time. Late proposals will not be accepted nor considered. The City will not be responsible for a carrier's failure to deliver.

The number of copies specified on the RFP cover must be delivered to:

City of Huntsville  
Procurement Services  
P. O. Box 308 (35804)  
308 Fountain Circle (35801)  
Huntsville, Alabama

For Proposer's convenience, a mailing label is provided in Attachment B.

## **2.12 LATE PROPOSALS**

The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal response to the City's Procurement Services office by the 2:00 p.m. local time deadline stated in the proposal request. Any proposal received after the opening date and time will not be considered.

## **2.13 PUBLIC RECORDS NOTICE AND CITY RIGHTS TO INFORMATION**

The City is governed by the public records laws of the State of Alabama. All Proposals and information received by or that is available to the City pursuant to this RFP, except copyright material, shall become the property of the City. All such

information, as it becomes the property of the City, becomes a public record and is subject to disclosure pursuant to applicable open records laws that provide for reasonable inspection by the public. All proposal information, including detailed pricing information and proprietary technical information, will be held in confidence by the City's Procurement Services Division until a recommendation for contract award has been made to the City Council, after which proposal information will be subject to disclosure as a public record.

At the specific written request of Proposer, the City will make reasonable efforts to protect from public disclosure any information that Proposer (1) segregates from other information and (2) is clearly labeled as "proprietary," "trade secret," "confidential," or "restricted," provided that Proposer also furnishes a brief statement that describes the reasons for the requested nondisclosure.

If proprietary, confidential, trade secret or otherwise restricted information is submitted to the City by Proposer as a result of this RFP or any resulting contract, then Proposer shall hold harmless and indemnify the City, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses, expenses, and costs, including, but not limited to, any costs related to legal defense, attorney's fees, court costs, damages, or judgments arising from or resulting from any disclosure request or disclosure by the City of such information.

## **2.14 PROPOSAL OPENINGS**

All Proposal Openings are open to the public and will be held in the City Council Chambers located on the first floor of the Municipal Administration Building, 308 Fountain Circle, Huntsville, Alabama. The City will notify Proposers of the date and time for such.

## **2.15 RESPONSIVE PROPOSALS**

Each Proposal must be submitted in duplicate, unless otherwise specified, in a separate sealed envelope with the RFP number and the opening date clearly noted. **For your convenience, a mailing label is provided with this document.** All Proposers must use our proposal form and follow all instructions in submitting a response. All Proposals shall be typewritten or in ink on the form(s) prepared by the City. Proposals prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign proposals. All Proposals must be signed by officials of the corporation or company duly authorized to bind the company. Any Proposal submitted without being signed will automatically be rejected.

## **2.16 RESPONSIBLE PROPOSERS**

The City shall take reasonable measures to determine Proposer capability, business integrity, financial resources, and reliability in all respects to perform fully the contract requirements and insure good faith performance prior to contract award and during the term of the contract.

## **2.17 LOCAL PREFERENCE**

In accordance with Alabama State Law, the City may choose to utilize a local preference for items of personal property only. In the event a Proposal is received for an item of personal property from a Proposer deemed to be a responsible Proposer, having a place of business within the Huntsville City limits and the Proposer's price is no more than three percent (3%) greater than the price of the lowest responsible Proposer located outside the City limits, the City may award the Contract to the resident responsible proposer. The local preference is not applicable if the procurement in question is funded with a federal grant.

## **2.18 PROPOSAL AWARDS**

The City reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, readvertise and/or take such other steps decreed necessary and in the best interest of the City. The City reserves the right to make an award in whole or part to one or more proposers whenever deemed necessary and in the best interest of the City. All proposals will be awarded to the lowest responsive and responsible proposer. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. In the event only one proposer responds to an request for proposal, the City may reject the proposal and negotiate the purchase or contract, providing the negotiated price is lower than the proposal price.

Written notification of award will be mailed the successful proposer upon approval of the Huntsville City Council. All other proposers will also be notified by mail and Bid Bonds, if applicable, will be returned at that time. Orders will be placed by issuance of a purchase order against the contract which serves as the contractor's authorization. Delivery instructions will be noted on the purchase order as well as billing instructions.

## **2.19 RIGHT TO REJECT PROPOSALS**

The City reserves the right to reject any part of any Proposal, to waive minor defects or technicalities, or to solicit new proposals for the same goods and services that may be the subject of this RFP, as the City may deem necessary and in its best interest. Proposers must comply with all the terms of the RFP and all applicable local, state and federal laws, codes and regulations.

If a Proposer does not comply with RFP's requirements, or proposes to restrict the rights of the City as specified in the RFP or qualify its Proposal in conflict with the RFP, the City may determine the Proposer to be non-responsive and may reject the Proposal.

The City shall take reasonable measures to determine Proposer's capability, business integrity, financial resources, and reliability in all respects to comply with the City's requirements, and insure good faith performance prior to contract award and during the term of the contract. If, during the RFP process, a Proposer does not demonstrate its ability to comply with the City's requirements, to the City's satisfaction and at the City's sole determination, based on all information available to the City, the City may determine the Proposer to be non-responsible and may reject the Proposal.

Minor informalities, that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the RFP; that are trivial, negligible, or immaterial in nature; that do not reflect a material change in the work; or, that do not constitute a substantial reservation against a requirement or provision, may be waived at the discretion of the City.

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

- a. Failure to use the proposal forms furnished by the City.
- b. Lack of signature by an authorized representative on the proposal form.
- c. Failure to properly complete the proposal form and Proposer compliance.
- d. Evidence of collusion among proposers.
- e. Unauthorized alteration of the proposal form.
- f. Failure to submit a Bid Bond, if required.
- g. For public improvement projects only, failure to note the General Contractor's license number or a note that the bid amount is less than \$50,000.

## **2.20 INVOICING THE CITY**

Invoices submitted pursuant to this RFP must include:

- a. Name and remittance address of Proposer.
- b. Invoice date.
- c. Invoice number.
- d. RFP number.
- e. City purchase order number.
- f. Contact information of the person to be notified in event of a discrepancy in the invoice.

## **2.21 PAYMENT TERMS**

The City will render payment to the successful Proposer(s) by check on a net 30-day basis after receipt of an invoice that has been submitted as required in this RFP, unless the City authorizes alternative terms in writing.

## **2.22 NON-APPROPRIATION**

The City assumes no legal liability to purchase items or services under any contract until funds are appropriated for that particular fiscal year.

## **2.23 SPECIFICATIONS**

The specifications are provided to potential proposers as guidelines that describe the type and quality of commodity or service the City is seeking to procure. The proposer must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the proposal.

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired

but does not restrict the proposer to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by the City. Proposer shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary.

It will be assumed that all proposals are based upon the specifications unless the proposer stipulates to the contrary on the Proposal form, in which case, the proposer shall point out in detail any and all deviations from the specifications. Proposers having items that do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose. The City reserves the right to request a demonstration of any and all items proposed before making the award.

All items proposed will be inspected by a representative of the City upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.

## **2.24 NEW EQUIPMENT**

All manufactured commodities shall be new, latest model unless otherwise stipulated. The proposer shall guarantee that commodities submitted for their proposal shall be new, and of the latest and most improved model of the current production, and shall be of first quality as to workmanship and materials used in said units. All modifications shall be made at the factory. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrators will not be accepted unless specifically requested.

## **2.25 WARRANTY**

The proposer shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the Proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.

## **2.26 CONTRACT TERM**

In accordance with the Alabama Competitive Bid Law, as amended, the City may enter into multi-year leases, purchase, and lease-purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:

- a. Contracts shall terminate without further obligation on the part of the City except as set forth in the contract as permitted by this Act at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided in this section;
- b. Contracts may provide for automatic renewal unless positive action is taken by the City to terminate such contract, and the nature of such action shall be determined by the City and specified in the contract.

## **2.27 CONTRACT ASSIGNMENT AND SUBLETTING**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation without the previous written consent of the city. If the contractor desires to assign his or her right to payment of the contract, the contractor shall notify the city immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the contractor of his or her obligations or change the terms of the contract.

## **2.28 INSURANCE REQUIREMENTS**

The proposal documents will state any applicable insurance requirements. (See Appendix C)

## **2.29 HOLD HARMLESS**

The successful proposer agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to proposer's performance.

## **2.30 ORDER OF PRECEDENCE**

Any provisions, made in the Request for Proposals, supersede any provisions outlined herein the General Terms and Conditions.

## **2.31 E-VERIFY**

Proposer must agree to comply with the E-Verify laws. (See Attachment A, Section 3.3)

### **2.32 EQUAL OPPORTUNITY**

The City has an Equal Opportunity Purchasing Policy and encourages utilization of minority and women-owned business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any Proposer regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

### **2.33 DISADVANTAGED BUSINESS ENTERPRISE**

To the extent authorized by Federal law, contractors, at any tier, agree to facilitate participation by Disadvantaged Business Enterprises in compliance with 1101(b) of SAFETEA-LU; 23 U.S.C. §101 note; and, 49 C.F.R. Part 26.

### **2.34 CIVIL RIGHTS**

When applicable, contractors, at any tier, must comply with the following Federal laws: 49 U.S.C. §5332 (non discrimination in Federal Public Transportation Programs); Title VI of the Civil Rights Act of 1964, as amended, 24 U.S.C. § 2000d and §303 (non discrimination on the basis of race, color, or national origin and age); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e (Equal Employment Opportunity); and The American with Disabilities Act, as amended, 42 U.S.C. § 12112.

### **2.35 ADA**

The vendor/Proposer/contractor agrees to comply fully with the Americans with Disabilities Act and will indemnify and hold harmless the City from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American with Disabilities Act.

### **2.36 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS**

If the funding source is a Federal grant, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.

### **2.37 DEBARMENT AND SUSPENSION**

The contractor agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT Regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, and "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. When applicable, contractors, at any tier, will review the "Excluded Parties Listing System" at <http://epls.gov/>, and will include a similar term or condition in each of its covered transactions.

### **2.38 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Federal Government shall not be subject to any obligations or liabilities to any third party contractor or other participant at any tier of the Project.

### **2.39 RIGHT TO INSPECT**

At reasonable times, the City may inspect those areas of the Proposer's place of business that are related to the performance of a contract. If the City makes such an inspection, the Proposer must provide reasonable assistance. The City reserves the right on demand and without notice to inspect all of the Proposer's files associated with a subsequent contract where payments are based on Proposer's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the contract; and, subcontractors, at any tier, may be required to provide access to records as provided in 49 U.S.C. § 5325(g).

### **2.40 ETHICS, COMPLIANCE AND OTHER MATTERS**

For purposes of this Section, Proposer includes Proposer's parent company(ies), subsidiary(ies), and affiliate(s). In Section 3.3, Proposer must acknowledge;

- 1) Proposer is fully qualified to provide the requested goods and services to the City.
- 2) Proposer is properly established, licensed and authorized to do business in the State of Alabama and the City, or will be prior to commencement of performance under the Contract. Proposer shall provide evidence of such licenses to the City upon request.
- 3) This Proposal is true, accurate and complete.
- 4) This Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation.
- 5) Proposer has not directly or indirectly induced or solicited any other Proposer to this RFP to submit a false or sham Proposal.

## SECTION 3. PROPOSAL INSTRUCTIONS

Proposers are required to submit the required information in accordance with the instructions in this section. A response that deviates from these instructions may be considered Non-responsive and may be rejected at the discretion of the City.

### 3.1 GENERAL

Proposals must be prepared in English and be presented on 8 ½ x 11 paper, pages sequentially numbered within each tabbed section described in section 3.2, and single spaced with an easily legible font size. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Expensive bindings, color display, promotional material, etc., are not necessary. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables shall be numbered and labeled clearly. Proposal shall be typewritten or in ink; those prepared in pencil will not be accepted. All corrections shall be initialed and dated by the person authorized to sign the Proposal. Attachment A and the Proposal Pricing Form(s) must be signed by officials of the corporation or company duly authorized to bind Proposer.

### 3.2 PROPOSAL FORMAT

Proposals must be submitted with tabbed indexes separating the sections, organized in the following order:

Tab 1: Transmittal letter.

Tab 2: Proposer Information. Proposer must complete and submit Attachment A.

Tab 3: Qualification and Experience of Proposer. In addition to other information the City reserves the right to request and require during its evaluation, Proposer must provide information to demonstrate its qualifications and -experience in providing goods and services similar to those the City desires, and such information shall include:

- a) A brief description of the company, including past history, present status, future plans, etc.
- b) How long the company has been in business.
- c) Company size and organization.
- d) City prefers that the Proposer has been actively engaged in providing the goods and services similar to those subject to this RFP for at least five (5) years. Proposer must confirm this preference and disclose in Proposal if experience is less than five years.
- e) The names and resumes of each person who will fulfill and/or manage the performance of the work. A project manager must be identified. For the individuals provided, indicate whether the individual is a full/part-time employee of Proposer's organization (and if so, for how long) or a subcontractor. If the individual is a subcontractor, list the recent engagements that the subcontractor has previously worked for Proposer and the particular responsibilities on the engagements.
- f) Proposer's customer service philosophy and how it documents the results.
- g) Proposer's capability and methods to provide direct training and support services related to the goods and services subject to this RFP, and whether such will be subcontracted.
- h) Any subcontractors Proposer intends to use to fulfill Contract requirements.
- i) A list of three (3) customers for whom Proposer has recently provided similar goods and services in an environment similar to the City, the dates those were provided, and the quantity of goods and types of services provided. Information shall include the name of customer, contact name and position, address, and contact telephone number (The City reserves the right to check all references furnished and consider the responses received in the RFP evaluation process). The City cannot be listed as a reference. More specific reference requirements may be included in Appendix A.

Tab 4: Scope of Work. Proposers must provide a detailed explanation of the goods and services it will provide to meet the requirements of the RFP. Proposer is encouraged to provide a list of standard configurations, functions, features, reports, tools and other information that will allow the City to understand how Proposer will fulfill its obligations to the City, which shall include the proposed work plan, and procedures and timeline to meet the requirements of this RFP. Proposer is encouraged to demonstrate how its proposal will exceed the City's requirements, if applicable. The work plan shall identify necessary resources and subtasks. As an example, depending on the work being done, the plan would include milestones, reviews and hardware/software installation. The work plan shall also include a planning schedule listing key activities, deliverables and dates (expressed relative to the date Contractor is given notification to commence work)



If required by Appendix F, Proposer must submit form documenting its compliance with the City's required/ desired performance specifications.

Tab 5: Proposer must acknowledge receipt of any addenda issued by signing the addenda and submitting in this section (see Section 2.2).

Tab 6: Additional Documentation. If applicable, Proposer shall include screen shots and sample reports from computer software applications that may be part of the proposed goods. This is intended to illustrate how a particular requirement might be met by Proposer, NOT a complete submission of all screens/reports/features.

### **3.3 PRICE PROPOSAL**

Proposer's price for the goods and services purchased by the City pursuant to this RFP shall be specified in the Proposal Pricing Form, Appendix E. All tools of the trade required to meet the Contract requirements must be included in the Proposal price.

The Proposal Pricing Form must be submitted with the original Proposal, in a SEPARATE SEALED ENVELOPE clearly marked "PROPOSAL PRICING FORM". The additional copies of the Proposal requested in Section 3.2 must NOT include any copies of the Proposal Pricing Form. The City will evaluate the other components of the Proposal before opening or revealing the Proposal Pricing Form.

Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City is tax exempt by law - Code of Alabama - Title 40, Sec. 23, Sub. Sec. 4, Par. 11.

The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Proposal.

### **3.4 SUBMISSION OF PROPOSALS**

Complete, sealed proposals must be clearly marked with the RFP# and received by Procurement Services no later than 2:00 p.m. City time on the proposal closing date specified on the cover of this RFP. For the purposes of receiving Proposals, the clock located in the City Council Chambers at 308 Fountain Circle, Huntsville, Alabama 35801, regulated by the National Institute for Standards and Technology (NIST), shall be the official record of time. Late proposals will not be accepted nor considered. The City will not be responsible for a carrier's failure to deliver.

The number of copies specified on the RFP cover must be delivered to:

City of Huntsville  
Procurement Services  
P. O. Box 308 (35804)  
308 Fountain Circle (35801)  
Huntsville, Alabama

For Proposer's convenience, a mailing label is provided in Attachment B.

### **3.5 PROPOSAL SUBMISSION CHECKLIST**

Proposers are encouraged to review Appendix C, which provides a checklist of things to consider before a Proposal is submitted to the City. The checklist is for general guidance only and not intended to provide an all-inclusive list of response requirements, which Proposers must determine from this RFP.

## **APPENDIX A**

### **SCOPE OF WORK & RELATED INFORMATION**

**Closing Date:** Must be physically received in City of Huntsville Procurement Services office no later than Friday, September 28, 2012 at 2:00pm.

**Proposal Content:** Proposals should include the following: *cover letter; background on firm; firm brochure or brief portfolio/catalogue; examples of applicable work for each item under scope of work (e.g., brochures, newsletters, brief reports) billing rates; and three (3) references.* Selected proposers may be asked to interview with Bicycle Advisory Safety Committee (BASC) and/or provide additional examples of their work.

**Number of Copies:**  
1 Original and 8 Copies

**Submit to:**  
City of Huntsville  
Procurement Services  
Attn: Amanda S Sanders

**Mailing address**  
P.O. Box 308 5<sup>th</sup> Floor  
Huntsville, AL 35804

**Physical/delivery**  
308 Fountain Circle 5<sup>th</sup> Floor  
Huntsville, Alabama 35801

**Contact information**  
Main number: (256) 427-5060  
Fax: (256)-427-5059  
Email: [amanda.sanders@huntsvilleal.gov](mailto:amanda.sanders@huntsvilleal.gov)

Those responding to this solicitation may elect to either mail or personally deliver their proposals to Procurement Services office. Failure to submit the required number of copies as stated above may result in disqualification from the proposal process. COH will not accept any proposals delivered by telephonic, electronic or facsimile means.

The deadline for the submittal of proposals is no later than Thursday, September 28, 2012 at 2:00 PM. COH Procurement Services shall date-time all proposals upon receipt. Proposals received after this date and time will not be accepted. Respondents may submit their proposal to the Procurement Services office any time during normal business hours prior to the deadline.

Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. Proposers, their authorized representative, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements and specifications of this Request for Proposal at the time a proposal is submitted to City of Huntsville Procurement Services.

### **SCOPE OF SERVICES & PRODUCTS**

The scope of services crosses a wide range of skills and project areas. The successful applicant must demonstrate competence, compliance and qualifications for the following required capabilities:

### **1. Campaign Planning**

- a) Develop goals and scope of campaign, using creative, varied, and unified motorist/bicyclists awareness methods to reach road users.
- b) Research audience for targeted campaign activities
- c) Determine best method(s) to reach the desired recipients
- d) Design original copy or select appropriate existing copy for advertising, paper and virtual media, press releases, letters, reports, etc.
- e) Select Evaluation Methods (surveys before and after campaign, metric, attendance, etc)
- f) Plan events which may include but are not limited to: Mayor's Bike ride, Cyclist education, Driver's Education campaigns, and events during the month of May which is National Bike Month.

### **2. Campaign Implementation**

- a) Direct/conduct/coordinate events with the help of volunteers
  - i) Research venues and arrange for facilities, solicit potential vendors and beneficiaries
  - ii) Recruit sponsors and volunteers.
  - iii) Procure incentive items and prizes.
  - iv) Select/create and distribute invitations, flyers and advertisements for events
  - v) Conduct outreach and develop and maintain an email/postal mail database.
  - vi) Distribution of campaign, educational and event materials.
  - vii) Conduct/facilitate events or campaign activities.
- b) Internet Marketing - Develop, design and maintain web pages, social networks, and/ or sites auxiliary to COH's primary site
- c) Productions
  - i) Estimate and procure production of campaign materials and advertising within proposal costs.
  - ii) Audio/Video direction, script writing, talent coordination, recording and editing for educational and Public Service Announcements (PSA) videos and pod casts.
    - (1) Can include securing outsourced video production company or appropriate existing videos.
    - (2) Educational videos will be DVD-quality for public outreach volunteer distribution. Video footage may also be included on organization web site or social media site(s).
    - (3) Can include securing outsourced audio production company and/or appropriate existing audio products. Audio should be broadcast quality, and may also be included on organization web site or social med site
  - iii) Photography, including scheduling, collecting and providing stock image gallery for COH of campaign activities and capturing specific events and activities.

### **3. Media Relations**

- a) Facilitate media (radio, TV, online and print media) attendance and coverage of public *events*.
- b) Solicit and procure local and regional placement of program articles, advertisements, and PSA's at the lowest cost to COH.

### **4. Campaign Evaluation**

- a) Define and select evaluation methods and tools that focus upon the main goal of the program: To encourage people to bike and make bicycling in the Tennessee Valley safer.
- b) Define a data collection plan which describes the types of evaluation tools that will measure results. Measurement tools may include but are not limited to before and after surveys (electronic and paper), incident records, event participation lists, number of bike safety course(s) and participants.
- c) Collect and record data and results in electronic form for analysis and inventory.
- d) Prepare report of results and recommendations.
- e) Track effectiveness of internet marketing campaigns.

Provide acceptable turnaround time on projects and provide materials in both camera ready and electronic format (PC compatible).

## **APPENDIX B EVALUATION CRITERIA**

### **EVALUATION PROCEDURES**

A Proposal Evaluation Team consisting of selected staff from COH and BASC will review the responses to the RFP received by the designated closing date of September 28, 2012 at 2:00 PM, using the Evaluation Criteria described in the following section. The Proposal Evaluation Team reserves the right to contact respondents for clarification of information submitted and to contact references to obtain information regarding past performance, reliability and integrity.

### **EVALUATION CRITERIA:**

Provider will be selected based on creativity and quality of work, experience with similar campaigns, ability to provide timely turnaround, and reasonableness of billing rates.

#### **Creativity and Quality of Work (35%)**

Provider must have demonstrated creativity and quality implementation of campaign planning, graphic and design services, Internet marketing, production, copywriting and editing, media relations, event planning/implementation, interactive marketing, and tracking.

#### **Ability to Provide Timely Turn Around (20%)**

The proposal must outline effective plans for implementing this campaign, including estimated timelines for various projects, including time needed for meetings with COH staff and BASC.

#### **Experience with Similar Topics, Clients or Campaigns (20%)**

The provider should have a demonstrated track record of experience and integrity, as evidenced by a list of client references. Client references should include contact information, including email addresses.

#### **Reasonableness of Billing Rates (25%)**

The provider must provide an overview of hourly rates as well as overhead and mark-up on other billable expenses. COH Proposal Evaluation Team may also evaluate other elements in the proposal that it deems pertinent to the provider's capability to perform the required tasks.

### **CONTRACT AWARD**

Evaluation team shall score each RFP respondent and present its recommendation to BASC prior to COH executing a contract. The targeted date for committee's approval is as soon as possible. COH reserves the right to reject any and all proposals as deemed in its interest.

### **NOTIFICATION AND PROTEST PROCESS**

COH will notify bidders in writing of the final outcome of the proposal review process.

Bidders who believe that they have been treated unfairly in the proposal review process or that there is a violation of federal law or regulation may file a protest. The following procedures govern the filing of all protests.

1. An initial protest may be filed after a bidder receives notice about its proposal. Send the written protest to: Marie Bostick, Acting Director, City of Huntsville Planning Division, 308 Fountain Circle, Huntsville, Alabama 35801 or P.O. Box 308, Huntsville, Alabama 35804, 256-427-5100 by no later than seven (7) days after the date of the notice.

### **COH RESPONSIBILITIES**

COH is responsible for project administration and final decisions on all contractual matters. All responses to inquiries about the RFP and attachments will be posted on the COH E-Bids web site as often as possible: [www.huntsvilleal.gov/ebids](http://www.huntsvilleal.gov/ebids) to access the RFP page.

## **APPENDIX C**

### **PROPOSAL PREPARATION**

Proposals should, at a minimum, include the information described in Sections A-D below:

#### **A. Cover Letter**

This letter should include a brief summary of key aspects of the provider's qualifications and approach to achieving projects within an available budget and time frame. The letter should also include the primary contact name, mailing address, telephone number, and email address. (Maximum 2 pages, 10 point, single spaced, single-sided)

#### **B. Project Work Program and Schedule**

The consultant (team) should detail their approach to undertaking the services listed in this RFP. A recommended methodology for performance of each task identified in the scope of work should be included, along with examples of similar work.

#### **C. Budget**

Funding for this contract, is dependent upon actual work based on an agreed-upon hourly rate, plus expenses, advertising, mailings, and production costs for actual work completed. This contract does not guarantee projects will be assigned. COH reserves the right to expand the total budget and scope of the contract. Respondents are required to submit a budget of categorical costs in their proposals, including hourly rate(s), an estimate of billable time that may be required for each service, and estimated advertising, education, training and production costs. Respondents should be prepared to provide a detailed budget in a timely fashion should they be selected.

#### **D. References**

Include three (3) references with full contact information. Company Name, Company Contact, Project Type, Address, Phone and Email. (ALL information must be provided for EACH reference)

#### **IN SUMMARY**

While the above items provide a general description of what sections and information are expected in the proposal, they are not meant to limit or exclude other pertinent information.

COH is looking for a consultant who can:

1. Define and deliver a campaign that covers a maximum period of 12 months. Work with COH and BASC to define a campaign based on cost/benefit parameters.
2. Direct events such as the North Alabama Bike Summit.
3. Demonstrate competence with media relations.
4. Demonstrate competence in design and implementation of a campaign evaluation survey.

## **APPENDIX D**

### **SPECIAL TERMS & CONDITIONS**

Concerning the IFB of which this Appendix is a part, the following special terms and conditions shall apply:

1. The City of Huntsville will utilize a grant award from the Alabama Department of Transportation to pay for the goods and services subject to this RFP. All Terms and Conditions for this grant will apply.

## APPENDIX E BID PRICING FORM

Bidder must complete and submit this form.

--

Description of Good/Service			Total Contract Price
Consulting Services for the Bicycle Pedestrian Plan			

This Price Bid Form is hereby submitted by the undersigned:

\_\_\_\_\_  
Printed legal name of Bidder

\_\_\_\_\_  
Printed name of individual/corporate officer/general  
partner/joint venturer AND Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APPENDIX F**  
**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

☐ Legal name(s) (include "doing business as", if (applicable): \_\_\_\_\_

☐ City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

**Type of Ownership (check appropriate box)**

**Entity I. D. Number & Applicable State**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual or Sole Proprietorship             | Not Applicable                                       |
| <input type="checkbox"/> General Partnership                           | Not Applicable                                       |
| <input type="checkbox"/> Limited Partnership                           | (LP) Number & State:                                 |
| <input type="checkbox"/> Limited Liability Partnership (LLP)           | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Company (LLC Single Member) | Number & State:                                      |
| <input type="checkbox"/> LLC Multi-Member)                             | Number & State:                                      |
| <input type="checkbox"/> Corporation                                   | Number & State:                                      |
| <input type="checkbox"/> Other, please explain:                        | Number & State (if a filing entity under state law): |

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_

Type or legibly write name: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT A**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**3.1 BIDDER INFORMATION FORM**

**Business Organization**

Name of Bidder (exactly as it would appear on an agreement):

\_\_\_\_\_

Doing-Business-As Name of Bidder:

\_\_\_\_\_

Principal Office Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Form of Business Entity [check one ("X")]

Corporation

\_\_\_\_\_

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Joint Venture

\_\_\_\_\_

Other (describe):

\_\_\_\_\_

\_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation:

\_\_\_\_\_

Location of incorporation:

\_\_\_\_\_

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The partnership is:

General \_\_\_\_\_ Limited \_\_\_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement recorded?

Yes \_\_\_\_\_ No \_\_\_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **3.2 CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11

City Employee (X the correct answer)?

If Yes Department

Yes

No

Member of Household City Employee?

If Yes, Name & Department

Yes

No

Anyone associated with your

Company a City Employee?

If Yes, Name(s) & Departments

Yes

NO

### 3.4 ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

Pursuant to the E-Verify Ordinance No. 09-735, I hereby certify (1) that pursuant to 8 U.S.C. § 1324a, it shall be unlawful for Bidder/Contractor to hire, or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien with respect to such employment; and (2) that I shall not knowingly employ or contract with an unauthorized alien in violation of 8 U.S.C. § 1324a.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Print or Type Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Website Address

\_\_\_\_\_  
Terms

## ATTACHMENT B MAILING LABELS

The below mailing labels are provided to assist you in submitting your Bid and to insure proper identification of Bid documents. Please cut out the label you desire for either the City's mailing or physical address, fill in the blanks, and affix to your envelope.

### MAILING ADDRESS:

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFP/IFB#

FOR

OPENING DATE  
2:00 PM local time

GC LICENSE #  
(If applicable)

TO:

THE CITY OF HUNTSVILLE

PROCUREMENT SERVICES  
P. O. BOX 308

HUNTSVILLE, AL 35804

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFP/IFB#

FOR

OPENING DATE  
2:00 PM local time

GC LICENSE #  
(If applicable)

TO:

THE CITY OF HUNTSVILLE

PROCUREMENT SERVICES  
308 FOUNTAIN CIRCLE

HUNTSVILLE, AL 35801

Exhibit B

---

Proposal

---

# **Bicycle Pedestrian Plan**

---

**AKINS  
CRISP**  
PUBLIC STRATEGIES

**Red Sage**  
communications, inc.

OCTOBER 11, 2012

Thursday, October 11, 2012

Amanda Sanders  
City of Huntsville  
Procurement Services  
308 Fountain Circle, 5th Floor  
Huntsville, AL 35801

Dear Ms. Sanders:

Thank you for the opportunity to bid on the Consulting for Bicycle Pedestrian Plan, Proposal #3-2013-63-2.

Our team brings unique strengths, vast experience, and a knowledge of Huntsville that will help us develop and implement a successful bicycle pedestrian plan that both increases the number of cyclists in Huntsville as well as raises the level of awareness of cyclists and cyclist safety.

AkinsCrisp Public Strategies is an integrated public relations firm with a depth of experience in media relations, event planning and implementation, non-profit campaigns and more. Our reputation for providing results is based on sound planning and an ability to knit organizations, partners, stakeholders, and community groups to create a win-win solution. This is a strategy we pride ourselves on. Our clients—whether big or small, private sector or public sector—all know the value of our work: we deliver results.

AkinsCrisp is more than 20 years old and we've worked in North Alabama over the last 12 years, with an office in Cummings Research Park for the last six years. Our work in North Alabama began in 2000 when, as the managing entity for the Tennessee Valley Corridor Summit, we worked closely with Congressman Bud Cramer and the local community to hold the first-ever TVC National Summit in Huntsville, AL. The Corridor partnership with the region continued until last November when we managed the Tennessee Valley Corridor's Fall Partnership Event, hosted by Mayor Battle.

AkinsCrisp's team member for this project is Red Sage Communications of Decatur, AL. Red Sage provides results-oriented strategic marketing services, including graphic design, social media marketing, and website development. Red Sage is a leading strategic communications firm in North Alabama and the State with a vast understanding of community development and non-profit campaigns that achieve results.



(256) 722-5557  
[www.akinscrisp.com](http://www.akinscrisp.com)



(256) 560-0098  
[www.redsageonline.com](http://www.redsageonline.com)

Last month, AkinsCrisp and Red Sage formalized a strategic alliance to better build on the unique capabilities of each organization so we can each offer a fully integrated set of capabilities to existing and new clients. AkinsCrisp and Red Sage have informally worked together on both Energy Huntsville's leadership team as well as the 2011 Tennessee Valley Corridor Fall Partnership Event.

For the Bicycle Pedestrian Planning effort, AkinsCrisp will serve as the lead organization and I, Erin Koshut, will serve as the Program Manager. We will utilize experienced staff at AkinsCrisp, as well as Red Sage employees, to meet and exceed the expectations, plans, and timeline provided in this response. Because both of our firms are small businesses, we are able to offer a cost-efficient, hands-on approach with customized plans and activities that allow us to meet or exceed the deliverables and timelines set forth by our clients.

While each of our clients and projects are unique, a consistent result is our ability to assist clients in generating comprehensive marketing and media relations plans to further enhance the reputation of our clients, and to boost awareness among key constituent groups and target audiences.

We believe we have an exemplary team assembled that will provide the City and its bicycle advocates the best knowledge, skills, and abilities to make Huntsville a more sustainable community by increasing bicycle awareness, offerings, and bicycle safety for all—whether you walk, ride, or drive.

We look forward to your review of our proposal. I can be reached anytime at 256-722-5557 or [ekoshut@akinscrisp.com](mailto:ekoshut@akinscrisp.com). Contact information for Ellen Didier, President of Red Sage Communications, Inc., is provided below as well.

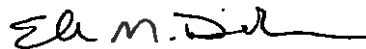
Sincerely,



**Erin Koshut**  
Vice President

AkinsCrisp Public Strategies  
301 Sparkman Drive  
Tech Hall, Suite 101 South  
Huntsville, AL 35899

(256) 722-5557  
[ekoshut@akinscrisp.com](mailto:ekoshut@akinscrisp.com)



**Ellen Didier**  
President

Red Sage Communications, Inc.  
111 2nd Ave NE  
Decatur, AL 35601

(256) 560-0098  
[edidier@redsageonline.com](mailto:edidier@redsageonline.com)



(256) 722-5557  
[www.akinscrisp.com](http://www.akinscrisp.com)



(256) 560-0098  
[www.redsageonline.com](http://www.redsageonline.com)



**ATTACHMENT A**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**3.1 BIDDER INFORMATION FORM**

Business Organization

Name of Bidder (exactly as it would appear on an agreement):

AkinsCrisp Public Strategies, Inc.

Doing-Business-As Name of Bidder:

Principal Office Address:

173 Mitchell Road

Oak Ridge, TN 37830

Telephone Number:

865-483-8850

Fax Number:

865-483-8851

Form of Business Entity [check one ("X")]

Corporation X

Partnership       

Individual       

Joint Venture       

Other (describe):       

Corporation Statement

If a corporation, answer the following: 1989 as Akins & Tombras, Inc.

Date of incorporation: 2010 reincorporated as AkinsCrisp Public Strategies, Inc.

Location of incorporation: Knoxville, TN

The corporation is held: Publicly        Privately X

Names and titles of corporate officers:

Darrell Akins, Chairman/Partner

John Crisp, CEO/President/Partner

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **3.2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code of Ala. 1975 §36-25-11

City Employee (X the correct answer)? Yes ☐ No ☒  
If Yes Department \_\_\_\_\_

Member of Household City Employee? Yes ☐ No ☒  
If Yes, Name & Department \_\_\_\_\_

Anyone associated with your Company a City Employee? Yes ☐ NO ☒  
If Yes, Name(s) & Departments \_\_\_\_\_


### 3.4 ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

Pursuant to the E-Verify Ordinance No. 09-735, I hereby certify (1) that pursuant to 8 U.S.C. § 1324a, it shall be unlawful for Bidder/Contractor to hire, or to recruit or refer for a fee, for employment in the United States an alien knowing the alien is an unauthorized alien with respect to such employment; and (2) that I shall not knowingly employ or contract with an unauthorized alien in violation of 8 U.S.C. § 1324a.

  
Signature of Bidder

Erin Koshut  
Print or Type Name of Bidder

8-28-12  
Date

AkinsCrisp Public Strategies, Inc.  
Legal Name of Firm

301 Sparkman Dr. Technology Hall, Suite 101 South  
Mailing Address

Huntsville, AL 35899

City	State	Zip Code
<u>256-722-5557</u>	<u>256-722-5501</u>	
Phone	Fax	

ekoshut@akinscrisp.com  
Email Address

www.akinscrisp.com  
Website Address

Terms Net 30

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## Qualifications and Experience

OCTOBER 11, 2012

# AkinsCrisp Public Strategies: Who We Are

## Company Profile

### Why We Believe AkinsCrisp is Your Right Choice

Over the past 20 years, AkinsCrisp has become one of the leading public strategy and media relations firms in the Tennessee Valley. We have the proven capability to be successful, but we have something even more important: the dedication and desire to help the community in which we live and work. AkinsCrisp has worked with various partners in Huntsville and North Alabama for more than 10 years, but this work has been more than a job to AkinsCrisp. We pride ourselves on participating in efforts that are not only beneficial to those directly involved in the project, but that will have a lasting impact and help shape Huntsville's future.

Our programs are based on fully-integrated public strategies. We develop timely, accurate situation assessments and craft realistic, effective communications programs based on the three R's – *Relationships* – *Reputations* – *Results* – to help you get the results you need. Experience has taught us that each client has its own unique challenges and opportunities. AkinsCrisp has crafted strategic plans for many different organizations, which has included some or all of the following initiatives:

- **Campaign Development:** AkinsCrisp develops timely, accurate situation assessments and crafts realistic, effective game plans to get the job done.
- **Development of Messaging:** AkinsCrisp works with its clients to develop key messages, or "elevator speeches," to identify the core messages an organization wants to share.
- **Message Positioning and Consistency:** AkinsCrisp helps incorporate these key messages into an organization's media relations, advertising, and marketing efforts to provide consistent communication with its audience.
- **Identifying Target Audiences:** AkinsCrisp identifies a key list of target audiences and key influencers who must be reached and persuaded in order to reach the client's goals.
- **Relationship Building:** AkinsCrisp knows how to help you create and sustain credible long-term relationships to turn your planning into action. And we bring our own time-tested relationships to bear to help you achieve the results you need.
- **Media Relations:** AkinsCrisp has successfully planned and executed media relations campaigns locally, regionally, and nationally, as well as with trade media. We pride ourselves on creating effective media relations campaigns that include targeting the right media, distributing well-written material, and developing a strong follow-up plan to ensure that all markets in the campaign are reached.

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## Qualifications and Experience

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OCTOBER 11, 2012

- **Strategic planning:** AkinsCrisp has a triple-win approach to strategic planning.

**Win One:** We strategically and aggressively represent your case through various means to targeted stakeholders and influentials, emphasizing how and why it's in their own self-interest to take the action you want them to take.

**Win Two:** We help you demonstrate how your organization's interests and key stakeholders' interests are in alignment.

**Win Three:** When your stakeholders, influentials, and your community win – you always win.

For more complete and detailed information about AkinsCrisp, case studies, and samples of our work, please visit [www.AkinsCrisp.com](http://www.AkinsCrisp.com).

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## Qualifications and Experience

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OCTOBER 11, 2012

## Key Personnel and Resumes

### PROPOSED PROGRAM MANAGER: ERIN KOSHUT

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**Erin Koshut** Vice President and Director of Huntsville, AL Operations

Erin Koshut began her career with AkinsCrisp in 1999, working first in the Nashville office assisting such state government clients as the Tennessee Department of Economic and Community Development, the Tennessee Department of Labor and Workforce Development, and the Tennessee Governor's Highway Safety Office with media relations and special events.

In 2004, Erin moved to Washington, DC to establish and lead a new AkinsCrisp office. While in DC, Erin provided strategic communications and government affairs support to the National Highway Traffic Safety Administration (NHTSA), the Appalachian Regional Commission, the Council on Competitiveness, and many others.

In 2006, Erin and her family moved to Huntsville, AL where Erin helped establish the new AkinsCrisp office, and where she has since provided strategic communications, relationship building, and special events support for clients such as NASA Marshall Space Flight Center, the Miltec Corporation, Teledyne Brown Engineering, and many others.

Throughout the years, Erin has also been a top leader and strategist for the firm's work with the Tennessee Valley Corridor, a regional technology and economic development initiative, and the organization's annual national technology Summits.

Erin also continues her work providing strategic communications, media relations, and special event support to NHTSA on their occupant protection, impaired driving, child passenger safety, and statewide demonstration programs and projects.

Prior to joining AkinsCrisp Public Strategies, Erin worked as an assistant publicist for Cumberland House Publishing in Nashville, where she was responsible for author and media relations. Erin received her Bachelor of Arts degree in public relations from David Lipscomb University. While at Lipscomb, she was a member and later public relations director for the Public Relations Student Society of America (PRSSA). Erin is a member of the Huntsville/Madison County Chamber of Commerce's National Government Committee, a volunteer with Sci-Quest, Huntsville's premier hands-on science center, and has been involved with the Leukemia and Lymphoma Society.

## Qualifications and Experience

OCTOBER 11, 2012

### ADDITIONAL AKINSCRIP TEAM MEMBERS:

**Jennifer Wiggins** Senior Account Executive & Director of Oak Ridge Client Services

Jennifer Wiggins joined AkinsCrisp in January 2000. As a senior account executive and director of Oak Ridge Client Services, she manages the overall public relations, media relations, and strategic objectives for AkinsCrisp's East Tennessee clients, as well as oversees the company's media relations efforts.

Wiggins' client experience has ranged from technology to nuclear to hospitality and tourism industries during her tenure at AkinsCrisp. Through this varied experience, Wiggins has gained the expertise to help clients create communications plans that allow them to clearly share key messages with stakeholders using tools ranging from special events to strategic media and public relations campaigns.

Wiggins has extensive writing and media relations experience that includes all aspects of public relations writing—from news releases and newspaper columns to feature stories and newsletters. Additionally, Wiggins has created custom media kits for clients for both everyday use, as well as for a wide range of special events. Additionally she has created in-depth destination media kits for the Smoky Mountain Convention and Visitors Bureau, the Johnson City Convention and Visitors Bureau, Beech Mountain, and Haywood County, NC.

Her media relations background also includes creating media plans for special events, ongoing media relations plans for clients, planning and executing media tours, and working with trade, regional and national media to pitch and place stories for clients.

Prior to joining the AkinsCrisp team, Wiggins completed internships at Ackermann Public Relations & Marketing, Y-12's Oak Ridge Centers for Manufacturing Technology, and Lockheed Martin Energy Systems Communications Center. Wiggins has a Bachelor of Science in communications with a concentration in public relations from the University of Tennessee, Knoxville.

**Aly Presswood** Account Executive

Aly Presswood joined AkinsCrisp Public Strategies in August of 2012 as an account executive. She is involved in communication efforts for many AkinsCrisp clients. Presswood has experience in social media campaigns and management, special event planning and coordination, and strategic public relations campaigns.

Prior to joining AkinsCrisp, Presswood worked in Washington, D.C. as a deputy communications director for Congressman Ted Poe. She created and developed the entire concept for Congressman Poe's government website and assisted in all aspects of the Congressman's press office including, but not limited to, speech writing, graphic design, and writing op-eds and press releases.

Presswood graduated from The University of Mississippi with a bachelor's degree in liberal arts with minors in English, journalism and political science. She was also a four-year scholarship athlete in the sport of softball.



## Qualifications and Experience

OCTOBER 11, 2012

### Red Sage Communications: Who We Are

Subcontractor

#### Company Profile

##### About Red Sage Communications, Inc.

Red Sage Communications is a leading strategic marketing and communications firm in North Alabama. Our firm provides results-oriented marketing and website development solutions that help our customers achieve their organizational goals. Our focus at Red Sage is to establish strong partnership relationships with our customers. The work we provide is only as good as the strength of the communication and trust we build. We spend tremendous effort to learn about our customer's goals, industry conditions, brand strengths, and overall needs in order to research and craft a strategy that is a perfect fit in accomplishing objectives. Development of strategy, brand messaging, and activities is a partnership where we bring our expertise in marketing and branding and combine it with the industry knowledge and expertise of our customers, working throughout the strategic development process to refine in order to achieve the highest level of success.

Red Sage has been recognized with many awards for the quality of its work locally, regionally, nationally, and internationally including:

- Regional awards for print and web design from the Southern Economic Development Council for work completed for four different communities in Alabama and Tennessee
- Multiple international awards from the international WebAwards competition every year since 2008 for websites designed for companies and communities
- A national award from the American Chamber of Commerce Executives for work completed for a community marketing campaign for a chamber in Alabama
- Finalist in the Small Business Category of the 2009 Torch Awards for Marketplace Ethics Presented by Better Business Bureau of North Alabama
- A local award from the Women's Business Center of North Alabama (WBCNA) for Startup of the Year in 2008.

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## Qualifications and Experience

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OCTOBER 11, 2012

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### Services provided by Red Sage include:

- **Strategic Marketing:** Strategic development of actionable 12-month communication, marketing and public relations plans, customer and employee communication strategies, market research, and ongoing strategic consulting.
- **Branding:** Branding of communities, companies, products, service lines, and campaigns, brand audits, and brand development consulting.
- **Graphic Design:** Message development and graphic design of all kinds of print collateral, posters, advertisements, logo design, corporate identity materials, tradeshow display design, web graphics, and social media channel branding.
- **Website Design:** Web design, mobile websites, mobile apps, ecommerce, and search engine optimization (SEO).
- **Social Media Marketing:** Social media strategy, campaigns, engagement and response tracking, social media channel posting and programming, and training.
- **Content Development:** Copywriting of blogs and white papers, management of social media postings, web content development, and email marketing.
- **Video Production:** Design and production of commercials, marketing videos, training videos, and online videos.
- **Media Production:** Scriptwriting, storyboards, and audio and video production for television and radio commercials.
- **Community and Economic Development Marketing:** Community branding, wayfinding signage plans, retail recruitment guides, target industry collateral, social media coordination, and website design for communities, tourism groups, cities, chambers of commerce and economic development groups.

For more information about Red Sage Communications, Inc. and to view case studies and examples of our work, visit [www.RedSageOnline.com](http://www.RedSageOnline.com).

## Qualifications and Experience

OCTOBER 11, 2012

### Key Personnel And Resumes

**Ellen Didier** Founder and President

After founding Red Sage in 2006, Ellen directed and managed the company's growth to its current staff of seven during a time of tremendous industry change within a challenging economy. She has led Red Sage to its achievement of being one of North Alabama's top strategic communication and design firms, with a reputation for providing a wide range of communication solutions that yield results, delivered with exceptional customer service.

Ellen has over 20 years of marketing and web experience in local, regional, and national markets and has worked with clients ranging from large manufacturers to communities to individual entrepreneurs. Ellen's forte is strategy. She helps businesses across the Southeast grow by learning their goals, analyzing brand messaging, and developing strategic roadmaps for improving the way they communicate to new and prospective customers and target industries. She has led branding initiatives for national companies including top executives from different facility locations nationwide.

Ellen and her award-winning company have become well known throughout the state as the leading provider of websites and marketing consulting services for economic and community development groups, providing services in over 25 counties throughout Alabama. She regularly attends and speaks at state and regional economic development conferences. She has established partnerships with EDPA and EDAA, and has partnered with Alabama Power, PowerSouth Energy Cooperative, and TVA on marketing and web projects for Alabama communities.

Active in the business communities of Decatur and Huntsville, Ellen is a graduate of Leadership Alabama Class XXII and currently serves as the board chair for the Women's Business Center of North Alabama (WBCNA), past chair for the Decatur-Morgan County Chamber of Commerce, vice president for the Decatur City Schools Foundation, and board member for the Rotary Club of Decatur.

## Qualifications and Experience

OCTOBER 11, 2012

### **Kelli Norwood Ponder** Business Development Associate

Kelli provides significant project management leadership on a variety of large projects for Red Sage including coordinating all customer communication and marketing activities for Oakwood University, Magnolia River, MICOR Industries, and other North Alabama companies. Her background in media has been instrumental in strategic marketing projects that include a media placement and production aspect for public outreach. Kelli's public relations planning activities have included the planning and coordination of events, social media, and creative PR activities designed to build engagement and visibility on a broad basis. Kelli is an active and passionate advocate for her customers ensuring that all work provided to customers is completed above expectations, while delivering frequent and regular communication to all involved.

Prior to joining Red Sage, Kelli worked for WZDX-WAMY Fox54 and MY8 in Huntsville as an account executive.

A resident of Madison County, Kelli is very active in the Huntsville community, serving on the board of Downtown 47, part of the leadership team of Energy Huntsville, and as an active member of HASBAT and Public Relations Council of Alabama. Kelli has a Bachelor of Science in commerce and business administration degree from the University of Alabama, specializing in marketing.

### **Mark Moore** Art Director

Mark Moore has worked in the field of graphic design for nearly 20 years. At Red Sage, Mark leads the design team to provide cutting-edge design in all web and print projects for Red Sage and its customers. Mark's strength is delivering strong visual designs that play a major role in providing brand consistency and strategic message delivery for organizations.

Prior to joining Red Sage, Mark served as the editor and art director of several publications in Alabama. As a freelance graphic designer, Mark worked with Lindy's Sports Annuals, a national publication, as well as with various arts groups such as Opera Birmingham.

A resident of Huntsville, Mark provides an active leadership role on the board of Theatre Huntsville and participates as director and actor in several of its productions each year. Mark has a bachelor's degree in mass communications with a concentration in journalism.

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## Experience with Similar Projects

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OCTOBER 11, 2012

### AkinsCrisp Public Strategies

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#### National Highway Traffic Safety Administration (NHTSA)

AkinsCrisp Public Strategies is a subcontractor to the The Tombras Group, providing strategic communications, media relations, and special event support to the National Highway Traffic Safety Administration (NHTSA).

AkinsCrisp is responsible for coordinating the national kick-off events for both the Click It or Ticket and the "Drive Sober or Get Pulled Over" campaigns. AkinsCrisp also writes the earned media materials that are distributed to the states and their partners, for both campaigns.

In addition to the two national campaigns, AkinsCrisp provides earned media and special event support to NHTSA's child passenger safety, and distracted driving, as well as several city and statewide demonstration projects. The statewide demonstration projects address nighttime seatbelt use, seat belt use in trucks, impaired motorcyclists, and other highway safety topics.

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#### REFERENCE CONTACT:

**Susan Gorcowksi**

Associate Administrator for Communications and Consumer Information  
National Highway Traffic Safety Administration  
Washington, DC

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## Experience with Similar Projects

OCTOBER 11, 2012

National Highway Traffic Safety Administration (NHTSA) examples:



### 2012 **CLICK IT OR TICKET** PLANNER SAMPLE PRE CAMPAIGN NEWS RELEASE

**FOR IMMEDIATE RELEASE: [Date]**  
**CONTACT: [Name, Phone Number, E-mail address]**

*Note: Before filling in the names of the organization and organization spokesperson, you MUST contact them to obtain their permission to use their names in this press release, and you must get their approval for the language used in their quotes, and any changes or additions they may require. Only after this is done can you send out the press release.*

### ***Click It or Ticket to Boost Seat Belt Use – Day and Night***

[City, State] – Motorists who refuse to wear their seat belts – beware. The 2012 national *Click It or Ticket* seat belt enforcement mobilization kicks off May 21 to help save lives by cracking down on those who don't buckle up.

[State/Local Organization/LE Agency] is joining with other state and local law enforcement officers and highway safety advocates across the country to help save more lives by strongly enforcing seat belt laws around the clock.

According to the U.S. Department of Transportation's National Highway Traffic Safety Administration, in 2010 nationally, 61 percent of the 10,647 passenger vehicle occupants who were killed in motor vehicle traffic crashes overnight (6 p.m. to 5:59 a.m.) were not wearing their seat belts at the time of the fatal crash, compared to 42 percent during the daytime hours.

"Too many drivers and passengers on the road at night are not wearing their seat belts, and it all too often ends in tragedy," said [Organization/LE Agency Spokesperson]. "Our goal is to save more lives, so [Organization/LE Agency] will be out enforcing seat belt laws around the clock."

In [State/County], [State or Local nighttime unbelted fatality number] unrestrained passenger vehicle occupants were killed at night, compared to [State or Local daytime fatality number] who were unrestrained and killed during the daytime crashes.

Seat belt use saves thousands of lives across America each year and [Organization/LE Agency] is helping spread the word. NHTSA statistics show that in 2010 alone, seat belts saved an estimated 12,546 lives nationwide.

Yet, too many motorists may need a tough reminder. In 2010, 22,187 passenger vehicle occupants were killed in motor vehicle crashes, according to NHTSA, and 51 percent of them were **NOT** wearing seat belts at the time of their fatal crashes.

## Experience with Similar Projects

OCTOBER 11, 2012

### National Highway Traffic Safety Administration (NHTSA) examples:

SAMPLE NEWSPAPER OP-ED  
ON DISTRACTED DRIVING

ONE TEXT OR CALL COULD  
**WRECK**  
IT ALL

#### One Text or Call Could Wreck It All

Did you know that "distracted driving" was the 2009 word of the year according to Webster's Dictionary? But unfortunately, this is no passing fad. Distracted driving has become a trend with deadly, real consequences.

For anyone who thinks they can talk on their phone, text, apply make-up, or do any other distracting activity while driving, it's time for a crash course in reality from the National Highway Traffic Safety Administration (NHTSA):

- In 2010, 3,092 people were killed in crashes involving a distracted driver and an estimated additional 416,000 were injured in motor vehicle crashes involving a distracted driver. (NHTSA)
- Drivers who use hand-held devices are four times as likely to be involved in a serious crash. (Insurance Institute for Highway Safety)
- Nine percent of fatal crashes in 2010 were reported as distraction-affected crashes. (NHTSA)
- Eleven percent of all drivers under the age of 20 involved in fatal crashes were reported as distracted at the time of the crash. This age group has the largest proportion of drivers who were distracted. (NHTSA)

While those numbers may sound like just statistics, they're anything but. They could be parents, children, neighbors and friends from right here in [Community]. There are too many sad tales of deaths and injuries that could have been prevented had drivers been paying attention to the road instead of staring at something else.



behavior? With more technology now than ever, we live in a world where people expect their desires don't stop just because they get behind the wheel. The danger they create when they use to ignore – the danger they create when they use to ignore, and their focus off driving.

Normalized where the numbers are on my phone, one text is pretty quick – that should be

about this: According to a study by the amount of brain activity associated with that much brainpower? Driving is an activity that you yourself and others safe.

here in [Community]. No one is immune from it. One text or call could wreck it all.

★★★★★  
**NHTSA**  
www.nhtsa.gov

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## **Experience with Similar Projects**

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OCTOBER 11, 2012

### **AkinsCrisp Public Strategies**

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#### **Tennessee Valley Corridor (TVC)**

AkinsCrisp works closely with communities and states in North Alabama; Middle, Southern and Eastern Tennessee; Southern and Eastern Kentucky; Southwest Virginia; and Western North Carolina to leverage and promote our science and technology assets for new job creation.

For the TVC, AkinsCrisp manages an independent board of directors, a series of initiatives, the National Technology Summit, the Fall Partnership Event, and all communications for the organization.

For the last two years, AkinsCrisp has coordinated with the local Huntsville community to hold the Fall Partnership Event in Huntsville. In 2010, the event was held on the campus of UAHuntsville, with then president Dr. David Williams as our host. Last November, the event was held at the Von Braun Center with Mayor Battle as our host. Both events drew more than 250 attendees over a day and a half, local sponsorships totaling more than \$35,000 for each event, and greater awareness and understanding of North Alabama's economic development assets and the opportunities for collaboration.

As part of both of those events, AkinsCrisp not only coordinated the logistics, speakers, and materials for the event, but was also responsible for communications, fundraising, and coalition building.

As mentioned above, AkinsCrisp manages a series of initiatives for the TVC. For the last three years, we have managed the NEW-STEM program that was created to fill the current shortage of scientists and engineers in the Tennessee Valley with the flux of technically-trained Warrant Officers (WOs) and Non-Commissioned Officers (NCOs) departing from the military.

The initiative links WO's (Ranks W1-W5) and NCO's (Ranks E5-E9) leaving the service with job openings in participating federal agencies and private sector companies in Huntsville, AL. Selected candidates attend the University of Alabama in Huntsville (UAHuntsville) to gain their engineering degree while participating in a co-operative educational assignment/work study program being offered by one of the participating federal agencies or private sector companies. Upon the participants' college graduation, they receive priority consideration for a full time position with the participating organization they worked for during their co-operative educational assignment.



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## **Experience with Similar Projects**

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OCTOBER 11, 2012

Throughout the course of the program, AkinsCrisp has partnered with UAHuntsville and leading employers like the Missile Defense Agency, Northrop Grumman, Intuitive Research and Technology, and, most recently and consistently, The Boeing Company.

AkinsCrisp promotes the programs to prospective candidates, processing applications with UAHuntsville and employers and coordinates with the employers on opportunities for candidates.

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### **REFERENCE CONTACT:**

**John Horack**

Tennessee Valley Corridor Board Member  
Vice President, Space Systems  
Teledyne Brown Engineering

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john.horack@tbe.com

OCTOBER 11, 2012

Tennessee Valley Corridor (TVC) campaign examples:



Huntsville Mayor Tommy Battle offering remarks to open General Session II at the 2011 Tennessee Valley Corridor Fall Partnership Event.

## Program attracts vets to fill engineer void

There is a program that is recruiting veterans to the area to fill engineering jobs opening up because of the "graying" of our local workforce.

The Tennessee Valley Corridor's "Vets to the Valley" will celebrate its first anniversary this fall and has attracted more than 50 veterans from around the country.

"This is a tremendous opportunity for our veterans, but it's also an important

economic development tool for our region, as well as an exceptional recruiting tool for the business partners of the initiative," said Doug Fisher, chair of the Tennessee Valley Corridor. "Vets to the Valley is another example of how the Tennessee Valley Corridor is answering one of the nation's top needs - a shortage of engineers - and preparing our country for the future and to remain competitive."

There are two locally tailored programs - one for Huntsville and the other for Oak Ridge, Tenn. - under Vets to the Valley.

In Huntsville, the program is called NEW-STEM: Nontraditional Emerging Workforce in Science, Technology, Engineering and

### TENNESSEE VALLEY CORRIDOR

Mathematics. The Oak Ridge program is called America's Veterans to Tennessee Engineers. It focuses on attracting veterans to the fields of nuclear, chemical, electrical, mechanical or civil engineering.

Under NEW-STEM, the vets attend classes at the University of Alabama in Huntsville and work toward

an engineering degree. During that time, they take part in a co-op/work-study program with participating companies or organizations such as the Missile Defense Agency, Northrop Grumman, Intuitive

Research and Technology Corp. and Raytheon.

It is designed to attract technically trained warrant officers (ranks W1-W5) and noncommissioned officers (ranks E5-E9) who are leaving the service.

The first class had six veterans, and eight candidates are being interviewed for the next class, which starts at the end of the summer.

For those who aren't familiar with the Tennessee Valley Corridor, it is a non-profit organization dedicat-

ed to promoting this region as a premier science and technology center. It also acts as the area's world-class research institutions and technology firms for economic development and job creation.

The organization's board of directors includes members of Congress, the military, federal agencies, state and local officials, and university administrators.

"Our region is home to organizations that are doing some of the most advanced science and technology work in the world, and we need a skilled workforce to continue these missions and maintain our competitive advantage," Fisher said. "However, as older engineers retire, we must be prepared to replace them with the next generation of engineers who have the experience, training and insight to help us maintain our global leadership."

"By recruiting and supporting technically trained former military personnel to our region, that's exactly what the corridor's Vets to the Valley initiative is doing."

For information on the program, visit [www.tenvalleycorridor.org](http://www.tenvalleycorridor.org).

Budd McLaughlin can be reached at [budd.mclaughlin@htimes.com](mailto:budd.mclaughlin@htimes.com) and 256-533-5427.

## Experience with Similar Projects

OCTOBER 11, 2012

Tennessee Valley Corridor (TVC) campaign examples:

**TENNESSEE VALLEY CORRIDOR**  
AL • KY • NC • TN • VA

Putting Science and Technology to Work

HOME | NEWSPHOTOS | ABOUT | WEBSITE | ECONOMIC & TECHNICAL DEVELOPMENT | COMMUNICATIONS

### National Leadership Through Regional Cooperation

The Tennessee Valley Corridor, Inc., is a national award-winning non-profit 501(c)(6) regional economic development organization led by a board of governors, and dedicated to working partners from across the region to:

- 1) support and expand federal and state resources and investments in the
- 2) leverage the diversity, growing economy and technology sectors
- 3) create new job creation and career development opportunities for the region, and
- 4) to provide the Tennessee Valley Corridor as one of the premier economic and business development centers in the nation.

**Gold Sponsors:**

UAHuntsville

Phone: 800-2500 (Tucalor)  
800-2500 (Tucalor)  
800-2500 (Tucalor)

## Local Workforce Initiative Gets National Recognition

Three years ago, representatives with the Chamber of Commerce of Huntsville/Madison County met with officials from Arnold Engineering Development Center in Tullahoma, Tenn., about a concept that would offer part-time jobs and focused engineering curriculum to non-commissioned officers separating from the military. The program, called NEW-STEM, was launched in the fall of 2009 with nine participants. The innovative program was profiled in the February 2010 issue of *GI Jobs* magazine. *GI Jobs* reaches 70,000 service personnel each month who are planning for a civilian career.

Managed locally by Akias Crisp, NEW-STEM is a program of the Tennessee Valley Corridor. NEW-STEM stands for Non-Traditional Emerging Workforce in Science, Technology, Engineering and Mathematics. The program supports the development of a high-tech workforce through the placement and hiring of newly-separated or recently retired Warrant Officers (WO), ranks W1-W5, and Non-Commissioned Officers (NCO), ranks E5-E9 searching for the next step in their career. Due to their maturity, technical training and hands-on experience, these WOs and NCOs separating from the military in the next five years provide an excellent near-term source of potential engineers for this region.

These highly skilled individuals can help fill the gap to keep the region technically competitive while, at the same time, they will be given the opportunity to increase their family's financial security. The program staff recruits these candidates and presents them to the participating organizations during a selection committee meeting, so there is little to no recruiting cost for the participating organizations. This is a significant win-win situation for the participating organizations, the region and the recruits. Military service veterans are in high demand by local employers for their relevant work experience and maturity, and this program makes them even more valuable through completion of an engineering degree.

The NEW-STEM Program links newly-separated or recently retired WOs and NCOs, who have experience and previous academic coursework in a technical area, particularly engineering, with the University of Alabama in Huntsville (UAHuntsville) to complete a bachelor's degree in engineering. While at UAHuntsville, candidates participate in a paid co-op program with one of the participating federal agencies located on Redstone Arsenal or private sector companies. WOs and NCOs who qualify for the program use their military relocation and GI Bill benefits to move to Huntsville and attend UAHuntsville. Upon admission acceptance, UAHuntsville assigns academic mentors to assist candidates in completing their degrees. After graduation, participants receive priority consideration for a full-time position with the organization that originally hired them as co-ops.

Since the pilot program began nine participants have been selected and all are enrolled at either UAHuntsville or Calhoun Community College. These veterans are participating in engineering co-op positions with the Missile Defense Agency, Northrop Grumman, Intuitive Research and Technology, and Raytheon. The NEW-STEM staff is currently seeking additional organizations interested in offering positions for the fall 2010 class, to begin in mid August. Applicant registration for the fall 2010 closed on April 2.

Lucia Cape

## Experience with Similar Projects

OCTOBER 11, 2012

### Red Sage Communications

#### Decatur Digs Downtown Community Engagement Campaign:

Red Sage was selected by the Decatur Downtown Redevelopment Authority (DDRA) to develop a concept for an integrated marketing and public relations campaign aimed at reducing the impact of streetscape construction by encouraging the public to shop at and support 2nd Avenue merchants and restaurants. Streetscape construction was scheduled to take place from October 2011 through June 2012. Red Sage provided all marketing consulting services to develop the campaign, which included facilitation of a planning session to gain buy-in from local merchants, city employees, and other stakeholders interested in the success of ongoing downtown redevelopment efforts. Additionally, Red Sage implemented all aspects of the complex plan, which included traditional media, social media, development of a micro website, and public relations activities.

Red Sage developed the primary brand and concept for the campaign, titled "Decatur Digs Downtown!" This theme was tied into the five-block length of 2nd Avenue where streetscape construction was occurring, by designating the area as "Digtown" – a mall village located in Downtown Decatur. A logo was created for the main Decatur Digs Downtown! brand, with an accompanying style used to designate Digtown. A sense of place for Digtown was created through the use of across-the-street pennant string banners at regular intervals across 2nd Avenue. These pennants were printed with the words, "Welcome to Digtown!"

The primary public relations activity developed by Red Sage consisted of the nomination and election of monthly "Digtown Mayors" throughout the timeframe of active streetscape construction as a way to create engagement, increase visibility, and encourage the community to get more involved both through personal experiences downtown and through social media engagement. As a new Digtown mayor was elected each month, a life-size cutout figure was created of the new mayor. This cutout figure was moved throughout different merchant stores and restaurants on 2nd Avenue. Members of the public were encouraged to come downtown, take their photo with the cutout of the mayor, upload it to a micro website, and share it on Facebook to enter their name into a monthly drawing for \$100. Additional public relations activities including integrating the Digtown mayor into other downtown events such as the Christmas parade, 3rd Friday festivals, and more. Visitors to downtown were eligible to enter into a weekly \$100 drawing by filling out a card and dropping it into a contest box located at all merchant locations in the active construction zone.

To spread the word about the Digtown campaign, as well as encourage people to shop downtown, newspaper advertising and billboards were run, updated with the current Digtown mayor's photo each month. Additionally, posters, place mats, and rack cards were produced to be displayed throughout all of downtown that explained the campaign, encouraged people to shop, and encouraged people to participate in the activities related to the \$100 drawings.

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## Experience with Similar Projects

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OCTOBER 11, 2012

Red Sage set up a Facebook page for DDRA that graphically tied into the campaign. Custom programming was done on Facebook to allow visitors to nominate and elect Digtown Mayors. Red Sage managed social media posts for the first several months of the campaign, before training an employee at the DDRA. These posts included posting photos of the Digtown mayor at one of the shops, posting a monthly video of the Digtown mayor, and promoting specials and sales happening at different locations around Downtown, among other places.

DDRA started the campaign with a brand new Facebook page with zero fans and within a year grew the fan base on its page to over 515 members, who actively participated and shared different posts from the campaign. The level of engagement and enthusiasm for the campaign by the public and the downtown merchants continued to grow throughout the campaign. Most importantly, critical attention and support was drawn to the downtown area during Streetscape, with several merchants even reporting an increase in sales during construction, something seldom heard of.

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### REFERENCE CONTACT:

**Rick Paler**

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rpaler@decaturdowntown.org

## Experience with Similar Projects

OCTOBER 11, 2012

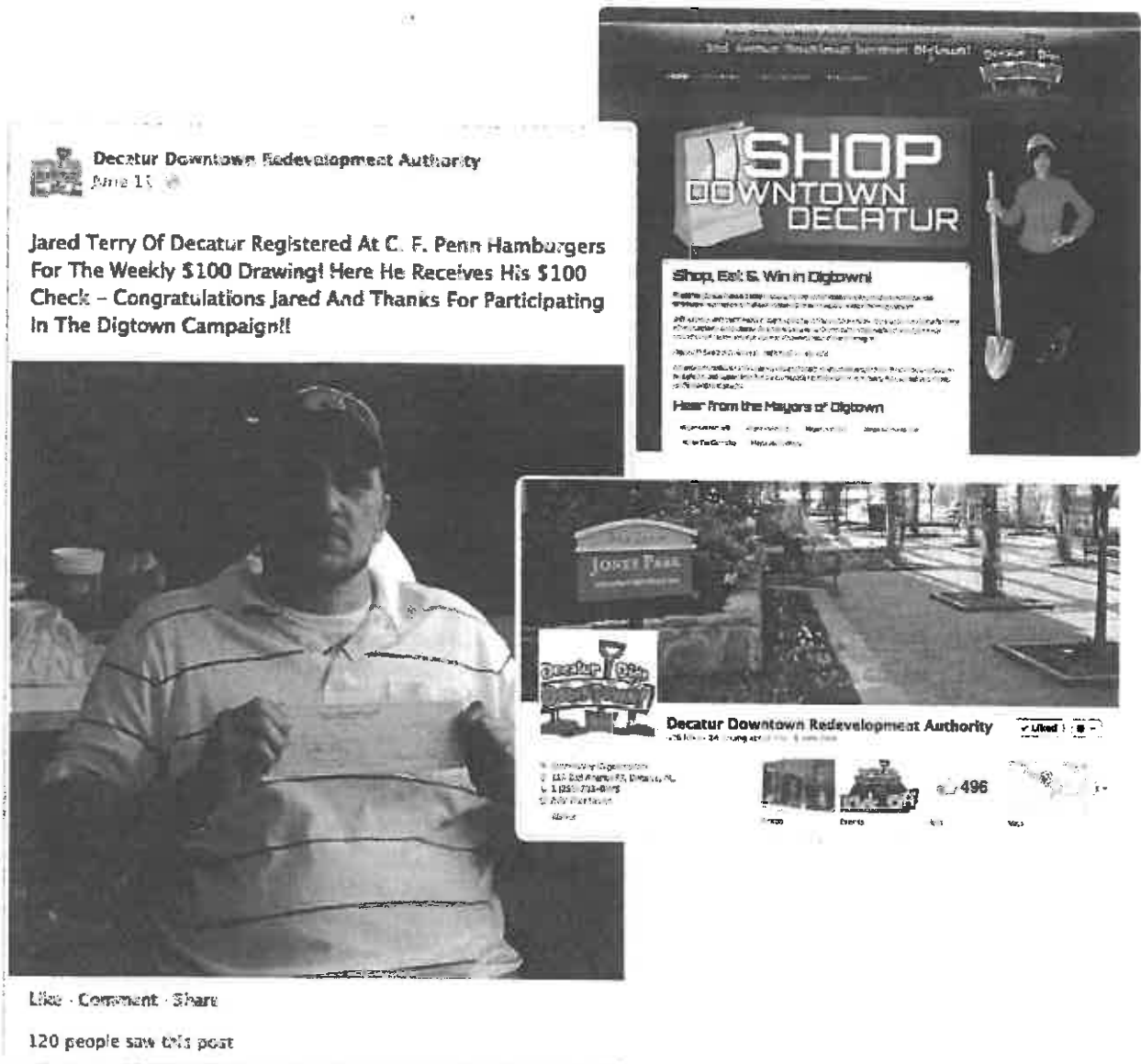
Decatur Digs Downtown Marketing Campaign examples:



## Experience with Similar Projects

OCTOBER 11, 2012

### Decatur Digs Downtown Marketing Campaign examples:



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## Experience with Similar Projects

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OCTOBER 11, 2012

### Red Sage Communications

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#### Oakwood University QEP Awareness Campaign:

Oakwood University approached Red Sage to develop an effective short-term PR campaign to actively promote their Quality Enhancement Program (QEP) throughout campus to raise visibility to the level where students, faculty, and staff were all aware of the meaning and purpose of the QEP. The campaign had to educate all students and faculty on the core QEP message so all were prepared to correctly answer the question, "What is the QEP?" at any point in time, if questioned by the accreditation team during their campus visit two months away.

Red Sage worked with the leadership team at Oakwood University to develop a unique, two-pronged promotion that included traditional communication approaches with guerrilla marketing and public relations activities. With information gained during several strategy sessions with the Oakwood University QEP team, Red Sage developed a comprehensive PR plan that included all activities plus a detailed pricing proposal and implementation schedule. Red Sage worked with Oakwood University to prioritize the planned activities to meet Oakwood's budgetary constraints.

Red Sage designed a consistent overall campaign brand and design theme that was used for all aspects of the promotional campaign, in particular providing the answer to the question, "What is the QEP?" Marketing materials designed by Red Sage for the campaign included posters, campus radio advertising, website banners, rack cards, interior and exterior banners, magnetic sports schedules, paycheck inserts, and t-shirts. All materials maintained the overall campaign messaging and brand style.

Oakwood University carried out various public relations activities recommended by Red Sage within the QEP campaign plan including having the cheer team develop custom QEP cheers, incorporating messaging into campus meetings, and establishing staff and student promotions. For the student promotion, a student dressed up as "Dollar Bill" and handed out money to any student or faculty member that correctly answered the question, "What is the QEP?" at various times on campus and at sporting events. To ensure that all of the faculty and staff were reached, a Golden Ticket promotion was developed using an insert into everyone's paycheck envelope. Each pay period, every staff member received a QEP informational insert with their paycheck and one staff member received the "golden ticket" and won a prize.

During the accreditation team's visit to Oakwood's campus in early 2012, Students and staff were overwhelmingly able to correctly answer the question, "What is the QEP?," resulting in accreditation for the University.



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## **Experience with Similar Projects**

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OCTOBER 11, 2012

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### **REFERENCE CONTACT:**

**Dr. John Anderson**

Oakwood University  
7000 Adventist Blvd.  
Huntsville, AL 35602

(256) 651-5946  
janderson@oakwood.edu

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## **Project Work, Program and Schedule**

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OCTOBER 11, 2012

### **Understanding of the Outlined Scope of Work**

The Scope of Work (SOW) in this RFP requests a firm to design, develop and implement a campaign that is two-fold:

- 1) to increase bicycle use in and around the City of Huntsville;
- 2) to raise the level of awareness of bicyclists and bicycle safety among those that walk, ride and drive.

The SOW outlines that the campaign elements include planning, copywriting, event management, volunteer coordination, graphic design and production, internet marketing, media relations, and evaluation.

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## Campaign Planning

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OCTOBER 11, 2012

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## Campaign Planning

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### **Campaign Kick-Off Meeting**

#### **Within one week of proposal award**

Contractor will convene appropriate individuals, partners, and decision-makers (as determined by the City of Huntsville) to reaffirm the plans and timelines outlined in this RFP. This kick-off meeting will also serve as a goal and objective-setting meeting.

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### **Develop Detailed Campaign Plan**

#### **Includes goals & objectives with itemized timeline for approval**

#### **Two weeks post-kick-off meeting**

Within two weeks of the completion of the kick-off meeting, the Contractor will deliver an extremely detailed campaign plan, including goals and objectives, and the strategies to advance those goals and objectives. Subsets of the campaign plan would include an event plan, internet marketing plan, and evaluation plan. Strategies in those plans could include both branding of existing events and new events, ideas, community outreach efforts, social media, and more.

The campaign plan would also include an itemized timeline for all activities listed in the RFP, as well as those identified during the kick-off meeting. The deliverable dates listed within the timeline are based on appropriate approvals needed to meet outside deadlines.

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### **Audience Research and Focus Groups**

#### **Within six weeks of kick-off meeting**

The Contractor will research the most appropriate audiences for the campaign. The research would include discussions/focus groups with key bicycle advocate groups like the Bicycle Safety Advisory Committee, AlaBike, the Spring City Cycling Club, and other community and advocacy groups.

These discussions/focus groups would be scheduled following the kick-off meeting and would take place during the six weeks following the kick-off meeting. A discussion guide for these discussions/focus groups would be developed in advance and shared with the appropriate approval authority. We would also get feedback on campaign logo and theme options(s) during these sessions. For any public focus groups, the City of Huntsville and other approval authorities would be invited to observe.

Both the kick-off meeting and discussions/focus groups will guide the Contractor on the best methods to reach the target audiences. Contractor would develop and provide a detailed session comments compilation report with topline summary.

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## Campaign Implementation

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OCTOBER 11, 2012

### Campaign Branding

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#### **Develop Bicycle Pedestrian Campaign Logo and Theme**

**Draft options delivered three weeks post-kick-off meeting**

Any successful campaign that seeks to change behavior needs consistent use of a logo and theme/campaign name tied to it. This allows willing participants, existing and new partners, and advocates to support the effort and help change behavior—in this case both increasing bicycle use in Huntsville and raising awareness of bicycle safety for those who walk, ride, and drive.

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#### **Develop Campaign Messages**

**Two weeks post-discussions/focus groups**

Any successful campaign needs a core set (3-5) campaign messages or talking points that can be used across all materials, whether press releases, flyers, websites, or press interviews. These are best developed following an approved campaign plan and then, audience research and feedback. It is recommended that one of the campaign messages or perhaps a significant campaign message once the audience research and feedback has been completed, will be Share the Road, which is strongly advocated by AlaBike.

## Campaign Implementation

OCTOBER 11, 2012

### Events

#### Event Planning

#### Events directed, conducted, and coordinated as part of campaign

While Contractor would direct, conduct, and coordinate events listed below, there are also events, training sessions, and/or workshops that other bicycle organizations and alliances could host that the City should embrace and help promote through this campaign, but would not direct and coordinate.

This campaign should direct, conduct, or coordinate the following events in cooperation with City of Huntsville personnel, the BASC, and other bicycle partners to include executing logistics, coordinating volunteers, support materials, and promotion. The timing of the events is listed below and a more detailed event planning timeline is embedded in the overall campaign timeline on page 38.

Based on our previous experience with NHTSA's safety campaigns, as well as other nonprofit clients, an advantage can be gained by coupling an announcement of several activities. The media strategy then allows for the press and promotion of the individual events leading up to the actual event date. This strategy is carried out in many of the events listed below.

- In early December, announce the slate of activities to coincide with May's National Bike Month. In addition to the Mayor's Annual Bike Ride, which should serve as the kick-off to the North Alabama Bike Summit, the City and partners would support/promote National Bike to School Day on May 8, perhaps featuring the Mayor and Huntsville City School Superintendent Casey Wardynski biking to several high schools for visits and talking to teens about bicycle safety. Also as part of National Bike Month, for the first time the City would advocate, support, and promote National Bike to Work Day, encouraging all businesses/organizations to encourage their employees to bike to work—as appropriate—on that day.
- February is American Heart Month. Partner with the American Heart Association to promote a Sunday Afternoon Bike Ride with the Mayor to encourage the community to "get out on their bikes and ride...it's heart healthy." The Mayor would announce formation of a bike squad of local and regional elected officials, business leaders, and community leaders who would join the Mayor, members of BASC, and others on a Sunday afternoon bike ride in late February. The ride would be promoted via social media and other activities.
  - Bike Squad Potential Members:
  - City of Huntsville Mayor
  - David Spillers, CEO, Huntsville Hospital
  - Dr. Pam Hudson, CEO, Crestwood Medical Center

## Campaign Implementation

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OCTOBER 11, 2012

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### Event Planning continued

- Head of Huntsville's American Heart Association
  - Madison County Commissioner
  - Congressman Mo Brooks
  - State Senators and Representatives
  - Chip Cherry, President of the Huntsville-Madison County Chamber of Commerce
  - City Council Members
  - Area Business Leaders (including potential senior site executives from Boeing, Lockheed Martin, Northrop Grumman, Tim Pickens at Dynetics, and others from small, medium, and large businesses.)
  - News Personalities
  - Members of BASC
  - Members of AlaBike
  - Other Bicycle Advocates
- 
- National Bike Month in May would consist of a number of events as previously announced in early December. These are National Bike to School Day on May 8; Mayor's Annual Bike Ride (which includes members of the bike squad) to kick-off North Alabama Bike Summit in May (date TBD, but before Bike to School Day or Bike to Work Day); North Alabama Bike Summit; and National Bike to Work Day on May 17.

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### Other Partner Meetings and Event Consulting:

The following events, training sessions, and/or workshops will be planned and hosted by other bicycle organizations and alliances that the City should embrace and help promote through this campaign, but would not direct and coordinate.

Additionally, there will be minimal coordination required as part of this campaign to bring groups together to facilitate and encourage these events and activities.

- In conjunction with Earth Day in April, partner with local groups to add a campaign theme to encourage using bicycles as a way to help the environment.
- In conjunction with National Safety Month in June, issue a list on May 31 via social media and traditional media of all the bicycle safety training courses and driver safety awareness courses available. In late 2012, the City (and its Contractor) would have already convened a group of bike advocacy organizations and bicycle shop owners to encourage planning/conducting training sessions in June. Additionally, we would use social media platforms to publicize a regular bike safety tip.

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## Campaign Implementation

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OCTOBER 11, 2012

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### Other Meetings and Event Consulting continued

- Date TBD (was in August during 2012), coordinate with the Huntsville Botanical Garden to include the campaign in their 2013 Green U.
- Throughout the year, identify bicycle partners, organizations, events, educational seminars, training, and workshops that the City and this campaign can help promote through its social media vehicles and partnerships.

## **Campaign Implementation**

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OCTOBER 11, 2012

### **Internet Marketing**

Develop, design, and maintain a basic campaign website for the City of Huntsville to include all campaign information, including bicycle plans, greenways, opportunities to participate (area groups like AlaBike and other bicycle safety advocates), and links to resources (including social media).

Develop, design, and maintain Facebook, Twitter, Flickr, and YouTube for the campaign, promoting events, training opportunities, and any national, local, and regional news applicable to cyclists and bicycle safety, including regular bike safety tips, particularly during National Safety Month in June 2013. These activities also have built-in analytics that provide real-time data for evaluation.

Develop a Constant Contact email marketing channel incorporating a sign up form on the website where community members can sign up to receive news related to the campaign. Monthly e-newsletters will be developed and distributed. The initial distribution list will be built by utilizing bicycle advocacy organizations, their volunteers, and other important partners.

The campaign social media plan will identify and mature ideas, platforms, and tactics.



## Campaign Implementation

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OCTOBER 11, 2012

### Production of Campaign Materials

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#### Design and Print

These could include flyers, tip sheets, pledges, advertisements, invitations, posters, and designs for incentives/giveaways, etc. These items would be delivered in conjunction with specified events or needs as based on a calendar and timeline that is developed following the kick-off meeting. Development of the final list of items required for the campaign will be included in the plan development following input from the focus groups. If we are unable to use the City's printing facilities, Contractor would obtain separate print prices from local print vendors.

#### Public Service Announcements

Based on budget parameters, partnerships would be sought with a local TV station to produce any television PSAs, as well as a partnership with *The Huntsville Times* to design, produce, and place print PSAs.

Contractor would produce and negotiate placement of radio PSA. Production would include writing, directing, talent coordination, recording, and editing. Please note that PSA placement prior to the November elections will be difficult due to lack of media availability.

Additionally the PSAs would be distributed to local partners and advocacy organizations that also reach the target audience(s).

#### Educational Videos

Working with local bicycle advocacy organizations, Contractor would partner to update or produce short educational videos. One short video is recommended to address bicycle safety and one short video to address driver safety. These would be posted on organizational websites and on applicable social media platforms.

#### Event Videos

Up to five short, web-quality videos will be produced for up to five events. These would be posted on organizational websites and on applicable social media platforms.

#### Audio-Visual & Photography

If use of the City of Huntsville videographer and photographer is unallowable, outside vendors will be procured to develop needed video, audio, and photography necessary for materials and PSAs.

## Campaign Implementation

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OCTOBER 11, 2012

### Media Relations

The campaign's media relations activities will include the following areas:

- In advance of placement, develop a series of OpEds, Letters to the Editor, and Press Releases that can be tailored to both public events as outlined on page 30, as well as other opportunities that present themselves. Appropriate items would be made available to all campaign partners/bicycle advocates for their use as well.

Most recently, Contractor has developed earned media planners/toolkits like this for NHTSA. These can be found on a dedicated website NHTSA uses to house all of its materials for states and partners to use: [www.trafficsafetymarketing.gov](http://www.trafficsafetymarketing.gov). For examples of items crafted by AkinsCrisp, please see earned media examples under the following campaigns: Drunk Driving, Seat Belts, Speed prevention and demonstration projects.

- Develop and maintain a media list of TV, radio, newspaper, and bicycle advocacy organizations that can be used for distribution of announcements, press releases, and such.
- Convene a media roundtable with key media outlets to determine how they might be able to support this campaign, given the events planned throughout the next 12 months, as well as recent bicycle safety incidents in the City.

There's an old saying that if you ask them to help write it, they will underwrite it. Involve the media before they are needed to seek their feedback and expertise, using them as a resource to carry the messages. Many times their involvement early on—in this resourceful way—can pay dividends later on in the campaign efforts.

- Media outreach efforts would be used to publicize the events outlined on pages 30 to drive attendance/participation, sponsorships, and partnerships, as well as generally to raise bicycle awareness and bicycle safety awareness. This would require media relations activities pre-, during, and post-events to be successful.

One of the best examples of this is the work that AkinsCrisp does for the Tennessee Valley Corridor. In advance of an event, Contractor utilizes all media channels and platforms—Facebook, Twitter, LinkedIn, TV, print, the Corridor website, and email marketing platforms—to announce events, speakers, opportunities for sponsorships, registrations, etc. Examples of the event-related media relations campaign can be found on [www.tennvalleycorridor.org](http://www.tennvalleycorridor.org) and on the following Facebook page: [www.facebook.com/TennesseeValleyCorridor](http://www.facebook.com/TennesseeValleyCorridor).

## Campaign Evaluation

OCTOBER 11, 2012

## Campaign Evaluation

Following the kick-off meeting and audience research and feedback, Contractor would determine the best evaluation methods for this campaign.

- **Data Collection Plan:** 30 days post-kick-off meeting. The data collection plan would include what evaluation methods will be used and rationale, how often the measurement tools will be used, and the objectives of each evaluation method chosen.
- **Potential Evaluation Methods:**
  - Analytics from social media and email marketing platforms (lists, friends/fans, clicks, shares, opens, forwards, opt outs, retweets, etc.)
  - Clips from TV, print, radio
  - Numbers of bicycle partners who posted information, events, news of interest
  - Number of attendees at events
- **Quarterly Measurement Reports:** Each quarter, Contractor will deliver a detailed measurement report outlining data collection or progress developing the evaluation methods (if applicable). As part of each measurement report, Contractor will include recommendations as a result of data collected. Recommendations could include different audiences, tactics, partners, or evaluation methods.

## Timeline

OCTOBER 11, 2012

ACTIVITY	Date
Campaign Kick-Off Meeting	Within 1 Weeks Of Award
Detailed Campaign Plan with Goals & Objectives with Itemized Timeline	2 Weeks Post-Kick-Off Meeting
Event Plan	2 Weeks Post-Kick-Off Meeting
Internet Marketing Plan	2 Weeks Post-Kick-Off Meeting
Evaluation Plan	2 Weeks Post-Kick-Off Meeting
Bicycle Pedestrian Campaign Logo and Theme – First Concepts	3 Weeks Post-Kick-Off Meeting
Feedback Received for Theme & Logo Revisions	4 Weeks Post-Kick-Off Meeting
Data Collection Plan	4 Weeks Post-Kick-Off Meeting
Presentation of Campaign Logo and Theme Revisions	6 Weeks Post-Kick-Off Meeting
Audience Research and Focus Groups	Occurs Throughout 6 Weeks Following Kick Off Meeting
Development of Original Copy or Selection of Appropriate Existing Copy for Advertising, Paper and Virtual Media, Press Release, Letters, Reports, etc.	2 Weeks Post-Discussions/ Focus Groups
Website Development	6 Weeks Post Logo and Theme Approval
Confirmation and Finalization of Dates for All Events	November/December
Logistics Planning for Media Roundtable	November/December
Meetings with Key Players for December Announcement	November
Coordination of Campaign Media Production Schedule and Implementation	November
Develop Advanced Earned Media Materials (to be used as evergreen materials throughout campaign)	December/January
Develop Media List	December
Invitation for Media Roundtable	December
Media Roundtable	December 3
Media Advisory Distribution and Pitching for December Announcement	2-3 Days and up to Day Before the December Announcement
December announcement of May Bike Month Activities	Proposed week of Dec 17
Planning Meeting for February Heart Month Activity	December
Invitation and recruitment of members of Bike Squad	December
Invite and convene group meeting of bike vendors, safety and advocacy organizations to request/coordinate training/workshop in June	January

## Timeline

OCTOBER 11, 2012

ACTIVITY	Date
Development of May Events Coordination Checklist Including Press Plan and Associated Timeline	January
Initial Planning Meeting for May Events	January (Prior To Planning Meeting)
Reminder Notice to Bike Groups About Training Opportunities in June—Information sent to POC by May 1	January
Announcement of Bike Squad Members and February Sunday Bike Ride	Late January/Early February
Media Advisory for February Sunday Bike Ride	2-3 Days and up to Day Before the Sunday Bike Ride
Meeting with Appropriate Earth Day Organizations for Opportunities to Incorporate Bike Messages	February and March
Coordination of May Events Including Venue Logistics, Volunteers, Development of Press Materials, etc.	February Through May
Development of List of Bike Safety Training Courses/Workshops	February Through May
Planning Meeting for May Events	February
Planning Meeting for May Events	March
Planning Meeting for May Events (2-3)	April
Earth Day Announcements/Partnerships/Incorporations	April
Final Notice to Bike Groups re: Training Course Information for Listing and Promotion	Late April
Bike to School Day	May 8
Mayor's Annual Bike Ride	May (Date TBD)
North Alabama Bike Summit	May (Date TBD)
National Bike to Work Day	May 17
Release List of Training Workshops Tied to June National Safety Month via Traditional and Social Media Outlets	May 31
Meet with Botanical Garden re: GreenU Incorporation of Bike Campaign Messages	Early June
Discussion and Planning for Phase 2 of Campaign	June
GreenU Promotion	During Summer (Applicable Dates Based on When 2013 GreenU is Scheduled)
Opportunity Media & Event Promotion	Throughout the 12 Months of the Campaign
Evaluation Report	Quarterly

**APPENDIX F**  
**CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM**

**A. General Information.** Please provide the following information:

☒ Legal name(s) (include "doing business as", if (applicable): AkinsCrisp Public Strategies, Inc.

☐ City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)


**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership ( <i>check appropriate box</i> )	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership	(LP) Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC Single Member)	Number & State:
<input type="checkbox"/> LLC Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 000143053, Tennessee
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, *are not required unless*: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

*Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.*

Signature:  Title (if applicable): Vice President  
Type or legibly write name: Erin Koshut Date: 8-28-2012

**Acknowledgement of Addenda**

OCTOBER 11, 2012

We acknowledge that no official addenda to this RFP was received.

Erin Koshut

Ellen M. Didier

PRINTED NAME

PRINTED NAME

*Erin Koshut*

8/28/12

*Ellen M. Didier*

8/28/12

SIGNATURE

DATE

SIGNATURE

DATE

THIS ADDENDUM MUST BE SIGNED AND SUBMITTED ALONG WITH THE PROPOSAL RESPONSE  
ALL OTHER REQUIREMENTS OF THIS IFB REMAIN UNCHANGED

Erin Koshut

Signature of Bidder

Erin Koshut

Print or Type Name of Bidder

AkinsCrisp Public Strategies, Inc.

Legal Name of Firm

301 Sparkman Dr. Technology Hall, Suite 101 South

Mailing Address

Huntsville, AL 35899

City

State

Zip Code

( ) 256-722-5557 ( ) 256-722-5501

Phone

Fax

ekoshut@akinscrisp.com

www.akinscrisp.com

Email

8/28/12

Website

Date

Terms Net 30



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## Price Proposal

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OCTOBER 11, 2012

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### Ethics and Compliance Disclosure for Section 2.4, Number 7

Darrell Akins, Chairman, and Erin Koshut, Vice President of AkinsCrisp Public Strategies, contributed to the re-election campaign of Mayor Tommy Battle during 2012.

## EXHIBIT C

ACTIVITY	Date
Detailed Campaign Outline with Goals & Objectives with Itemized Timeline including social media and event details as well	2 Weeks After Notice to Proceed
Bicycle Pedestrian Campaign Logo and Theme – First Concepts	3 Weeks After Notice to Proceed
Feedback Received for Theme & Logo Revisions	4 Weeks After Notice to Proceed
Data Collection Plan	4 Weeks After Notice to Proceed
Presentation of Campaign Logo and Theme Revisions	6 Weeks After Notice to Proceed
Website Development	6 Weeks Post Logo and Theme Approval
Audience Research and Focus Groups	Occurs Throughout 6 Weeks Following Notice to Proceed
Development of Original Copy or Selection of Appropriate Existing Copy for Advertising, Paper and Virtual Media, Press Release, Letters, Reports, etc.	2 Weeks Post-Discussions/Focus Groups
Confirmation and Finalization of Dates for All Events	March
Coordination of Campaign Media Production Schedule and Implementation	March
(production schedule would include social media, email marketing, and materials)	
Develop Media Event timeline and checklist for May event announcements/plans	March
Develop Necessary Earned Media Materials	March/April
Planning Meetings for May events	March/April
(to be used as evergreen materials throughout campaign)	
Social media launch and messages	April
Email marketing—develop lists, content and launch	
Develop Media List	April
Logistics and coordination for May events	April/May
Media promotion for May events (including Nat'l Bike Month & those outlined below)	Late April/May
Social media messages and email marketing	May
Bike to School Day	May 8
Mayor's Annual Bike Ride	May (Date TBD)
Social media messages	June
Develop plan and timeline for October events (Including Bike Summit)	June
Social media messages	July
Begin planning meetings for October events	July
Implement October event plan	July/August/September/October

Social Media Messages	August
Develop post-October event plan	August
Social Media Messages and email marketing	September
Media promotion for October events	September/October
Social Media Messages and email marketing	October
Social Media Messages and email marketing	November
Other Items/Materials/Events post-October TBD (determined during planning in August)	TBD
Evaluation Report	Quarterly
****Based on the campaign production schedule and Implementation listed above--production items listed in the SOW or as discussed with client--will be rolled out/placed during the above timeframe.	